



Collective Bargaining Agreement

Between

City of Stamford

and

The Stamford Professional Fire Fighters
Association,

Local #786 of the International
Association of Fire Fighters

July 1, 2011 - June 30, 2019



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AGREEMENT

As a result of negotiations, this AGREEMENT is made, by and between the CITY OF STAMFORD, hereinafter referred to as the "CITY" and THE STAMFORD PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 786, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as the "UNION". This agreement is hereinafter referred to as the "Agreement" and whenever used in here the term "Department" shall mean the Fire Department of the City of Stamford identified in Chapter 44 of the Charter for the City of Stamford, Connecticut.

WITNESSED:

That in order to maintain and promote a harmonious relationship between the City of Stamford and such of its employees who are within the provisions of this agreement and in order that more efficient and progressive public service may be rendered, it is hereby agreed as follows:

ARTICLE I **RECOGNITION**

The City hereby recognizes the Union as the sole and exclusive representative and bargaining agent for the bargaining unit, consisting of all uniformed and investigatory positions within the Stamford Fire Department, except that of Assistant Chief(s), and Chief of the Department.

ARTICLE II **PAYROLL DEDUCTION OF UNION FEES AND UNION DUES**

1. All employees who are members of the Union in good standing as of the effective date hereof shall, as a condition of employment maintain their membership in the union in good standing for the duration of this agreement. All persons who become employees after the effective date hereof and any employees who are otherwise covered by this agreement shall, as a condition of employment, become and thereafter remain a member of the Union in good standing for the duration of this agreement.
2. The City shall weekly deduct Union dues, initiation fees and assessments for Union death benefits from the earned wages of each employee in such amount as determined by the Union, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form which must be submitted to the City. The total amount of deductions shall be promptly direct deposited each week by the City into the account designated by the Union.
3. The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation and execution of this Article.

ARTICLE III
EMPLOYEES TO RECEIVE COPIES OF THE CONTRACT

The City, at its sole cost and expense, shall furnish the Union with three hundred (300) copies of this Agreement within forty-five (45) days of the effective date hereof, excluding any period of retro-activity, if applicable.

ARTICLE IV
BULLETIN BOARDS

The City shall provide, replace as needed and permit the Union's use of bulletin boards located in the respective Fire Houses for the posting of notices concerning Union business and activities.

ARTICLE V
DISCIPLINARY ACTION

1. No permanent employee shall be removed, dismissed, discharged, suspended, fined, reduced in rank or disciplined in any other manner except for just cause.
2. The parties agree that the grievance process outlined in Article VI of this Agreement supersedes and replaces all disciplinary procedures set forth in the Civil Service Personnel Procedures.

ARTICLE VI
GRIEVANCE PROCEDURE

1. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, unless specifically excluded by the Agreement or by agreement of the parties, shall be settled in the following manner:

Step 1.

The Union shall submit in writing its grievance to the SFD Fire Chief. Such written grievance shall include the following:

- a. A statement of the grievance and the facts involved.
- b. The alleged violation of the agreement.
- c. The remedy requested.

The Fire Chief or the Fire Chief's designated representative, who shall be outside of the bargaining unit, shall meet with the Union within ten (10) calendar days of the date on which the grievance is received by the Fire Chief for the purpose of attempting to resolve the grievance. The Fire Chief or the Fire Chief's designated representative shall render their decision in writing within ten (10) calendar days from the day of the grievance meeting.

Step 2.

If the grievance is not resolved in Step 1, the Union representative shall present it to the Director of Human Resources and the Labor Relations Specialist within seven (7) calendar days after the decision of the Fire Chief or the Fire Chief's designated representative is received. The Director of Human Resources, or the Director of Human Resources' designated representative, shall meet with the Union no later than fourteen (14) calendar days after the receipt of the grievance and in any case shall render their decision in writing within twenty-one (21) calendar days of receipt of the grievance.

Step 3.

If the Union is not satisfied with the decision of the Director of Human Resources or Director of Human Resources' designated representative on such grievance, the Union may submit such grievance to arbitration by the Connecticut State Board of Mediation and Arbitration within fourteen (14) calendar days after it receives such decision, and shall simultaneously give written notice to the Director of Human Resources and the Labor Relations Specialist that it has submitted the grievance to arbitration.

The decision of any such arbitrator shall be final and binding on all parties. Said arbitrator shall have the power to uphold the action of the City or to rescind or modify such action, and such power shall include but shall not be limited to the right to reinstate a suspended or discharged employee with back pay.

In addition to all disciplinary grievances, the Union and the City shall also each have the ability to utilize the services of the American Arbitration Association (AAA) for three (3) non-disciplinary grievances per year, (in lieu of the State Board of Mediation and Arbitration); this shall be in addition to any AAA expedited arbitrations related to bargaining unit employees moving into volunteer firehouses or interacting with non-bargaining unit employees. The American Arbitration Association shall be limited to the express terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement. The decision of the American Arbitration Association shall be final and binding on all parties. The cost of AAA shall be split equally between the parties.

The parties may mutually agree to expedited arbitration under the Rules of the State Board of Mediation and Arbitration or under rules of the American Arbitration Association.

Failure on the part of the City to comply with the time limitations for any grievance response set forth in Article VI will be cause to allow the grievance to be filed at the next step of the grievance procedure.

2. Grievances involving discharge, suspension, demotion, and written or oral reprimands, following disposition by the Fire Chief or Assistant Chief of Career Services

who is Acting Fire Chief shall be processed beginning at Step 2 of Section 2.1 and may be submitted thereafter to arbitration in accordance with the provisions of Step 3 of Section 2.1. The arbitrator(s) shall have the power to uphold such disciplinary action or to rescind or reduce such disciplinary action, including the power to make whole a suspended or discharged employee. No employee may be reprimanded, suspended, discharged or demoted except for just cause.

No employee may be suspended, discharged or demoted without a prior hearing at which the affected employee has the right to Union representation. If circumstances are such that a hearing cannot be immediately convened (fire department unable or Union unavailable, etc.), and the Fire Chief or Assistant Fire Chief of Career Services who is Acting Fire Chief determines that an employee must be relieved from duty immediately, they may suspend the employee with pay and without prejudice until such time as a hearing before the Fire Chief (or the Assistant Fire Chief of Career Services in his capacity of Acting Fire Chief) can be convened with the affected employee and, if requested, Union representation.

3. Nothing in this Agreement is intended to prohibit the City from processing a grievance through the grievance procedure up to and including arbitration. Any such grievance shall be submitted first to the Union President. If not satisfactorily resolved in fourteen (14) calendar days, the City may submit the grievance to the State Board of Mediation and Arbitration or the American Arbitration Association in accordance with the limits set forth in Step 3 of Section 2.1.

Grievances submitted in Steps 1 and 2 of the grievance procedure by the Union and grievances submitted by the City under this Section shall be in writing.

4. In order to avoid the necessity of processing numerous grievances on the same subject or event, the Union may, with the City's agreement, file a single grievance at the appropriate step. When this occurs, all other grievances, if any, on the same subject or event shall be held in abeyance, and the Union grievance shall be processed as a precedent. When such grievance is resolved, the parties shall review the other grievances, if any, that were held in abeyance in an effort to resolve them. If any such grievance cannot be settled on the basis of the precedent grievance, it shall be processed in accordance with the grievance procedure, and the established time limitations shall become effective at that time.

By mutual agreement between the Union and the City the time frame for the steps in the grievance procedure can be waived. They will not exceed thirty (30) days.

5. Days referred to in this Article shall mean calendar days except that legal holidays shall not be considered as calendar days.

ARTICLE VII
UNION BUSINESS LEAVE

1. The five (5) employees of the Union Negotiating Committee shall be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of all negotiations. When such meetings take place at a time during which employees are scheduled to be on duty such duty requirements shall be relieved.
2. One (1) employee of the Union Grievance Committee and the Union President shall be granted leave from duty with full pay for all joint meetings between the Chief of the Department, the Director of Human Resources, and arbitration hearings for the purpose of processing disputes and grievances, when such meetings take place at a time during which such employees are scheduled to be on duty.
3. Such officers and employees of the Union, as may be designated by the Union, shall be granted leave from duty with pay for the Union's business such as attending labor conventions and educational conferences. This shall include but not be limited to the IAFF Redmond Safety Symposium, IAFF Legislative Conference, and NCPERS Conferences. The total leave for the purposes set forth in this section shall not exceed twenty (20) working shifts in any fiscal year unless the Chief of the Department shall determine, in his sole discretion, that any such leave in excess of twenty (20) working shifts in any fiscal year requested by the Union will benefit or be in the best interests of the Department as well as the employees involved. Such requests shall not be unreasonably denied by the Chief.
4. The Union President shall be granted leave from duty with full pay to attend all meetings of the Fire Commission.
5. The City of Stamford agrees to provide "Stamford Fire Fighters, Local 786, International Association of Fire Fighters" with space in the upper portion of the turn-out gear room for the purpose of adding a Union Office. The office to be built in compliance with all local and state Building and Fire Safety Codes. The plans of said office to be approved by the Chief of the Department. The total cost of all construction to be borne by Local 786.

The office shall be suitably secured at all times, except when occupied. The office shall be accessible to maintenance personnel at such times as may be required. Keys to said office shall be given to the President, Vice-President, Secretary, Treasurer and Legislative Representative only, unless otherwise approved in writing by the President of Local 786. The office shall be equipped with a suitable number of electrical outlets, telephone jacks, and lighting fixtures and shall be air conditioned; the cost of electricity to be borne by the City. Aside from telephone service, the Union agrees not to install any equipment within said office, which would over-burden existing utilities, deface the physical plant or modify the structure of the building without consultation and approval of the Chief of the Fire Department.

6. A list of Union officers will be submitted annually to the Chief of the Department.

ARTICLE VIII
STAFFING

1. In order to protect the health and safety of the employees in the bargaining unit, the minimum working staffing in Groups 1,2,3 and 4 shall be fifty-four (54) Officers and Fire Fighters assigned to Companies as follows.

- (a) Engine Company #1 shall have three (3) Fire Fighters, one (1) Officer.
- (b) Engine Company #2 shall have three (3) Fire Fighters, one (1) Officer.
- (c) Engine Company #3 shall have three (3) Fire Fighters, one (1) Officer.
- (d) Engine Company #4 shall have three (3) Fire Fighters, one (1) Officer.
- (e) Engine Company #5 shall have three (3) Fire Fighters, one (1) Officer.
- (f) Engine Company #6 shall have three (3) Fire Fighters, one (1) Officer.
- (g) Engine Company #7 shall have three (3) Fire Fighters, one (1) Captain.
- (h) Engine Company #8 shall have three (3) Fire Fighters, one (1) Officer
- (i) Engine Company #9 shall have three (3) Fire Fighters, one (1) Officer.
- (j) Truck Company #1 shall have three (3) Fire Fighters, one (1) Officer.
- (k) Truck Company #2 shall have three (3) Fire Fighters, one (1) Officer.
- (l) Truck Company #3 shall have three (3) Fire Fighters, one (1) Officer.
- (m) Rescue Company #1 shall have three (3) Fire Fighters, one (1) Officer.
- (n) One (1) Deputy Chief.
- (o) One (1) Deputy Chief's Aide.
- (p) For the purpose of the Article, Deputy Chiefs, Acting Deputy Chiefs, Deputy Chief's Aides, Fire Communications Shift Supervisors and Acting Fire Communications Shift Supervisors shall not be considered as staffing assigned to or staffing strength allowed on any Engine or Truck Company.
- (q) For the purpose of this Article an Officer shall be either a Captain or a Lieutenant with a total of twenty-seven (27) Captains and twenty-five (25) Lieutenants assigned to the line/suppression division. There shall be a minimum of one (1) Captain assigned to each Engine, Truck, and Rescue Company in one of the four groups.

2. The maximum staffing assigned in Groups 1,2,3 and 4 shall be limited to sixty-one (61) Officers and Fire Fighters, and the minimum staffing assigned in Groups 1,2,3 and 4 shall be fifty-four (54) Officers and Fire Fighters as outlined above in Section 1. Due to employees hired prior to July 1, 2016 this maximum number can be temporarily exceeded until retirements, deaths, and promotions lower the assigned staffing to sixty-one (61).

It is understood between the parties that the existing assigned manpower currently on the SFD roster may be reduced through attrition.

Due to retirements, deaths promotions, training, and unforeseen operational demands, the assigned strength of the Stamford Fire Department can fall below Fifty

Four (54) Officers and Fire Fighters in Groups 1, 2, 3 and 4. This condition will be considered to be temporary and the vacancies filled within six (6) months.

3. In any event, if staffing of any Company on any shift shall for any reason fall below the minimum staffing strength provided for in Section 1 of this Article, such shortage shall be filled by temporary assignment from other companies on the same shift. If such assignments cannot be made to fill such shortage without reducing staffing in the other companies below the minimum allowed in Section 1 of this Article, such shortage shall be filled by overtime work in accordance with Article XI.

4. In the event that any Company as set forth in Section 1 of this Article is abolished or shut down for any reason, the staffing assigned to the Company which was shut down or abolished shall be either assigned to the remaining existing companies as set forth in Section 1 of this Article or to a replacement Engine or Truck Company. If the staffing is assigned to any existing Company, the minimum staffing on that replacement Company shall not be less than the minimum staffing of the Company from which the staffing was transferred.

5. The Uniformed support personnel of the Fire Department shall be as follows: A Fire Marshal, two (2) Assistant Fire Marshals nine (9) Deputy Fire Marshals, a Deputy Chief/Training Officer, two (2) Captains in the Training Division and a Mechanical Supervisor.

All personnel assigned to the training division will be compensated at 5% in excess of their hourly rate at which they are working.

The maintenance of Fire Alarms and Hydrants may be performed by non-uniformed personnel or private contractor. Effective upon the ratification and execution date of the contract effective July 1, 1999, the City may, in its sole discretion, choose to have the Fire Mechanics Division work performed by non-uniformed personnel or private contractor. The decision to civilianize or contract out will be done through attrition. The City agrees not to civilianize the position of Mechanical Supervisor.

6. It is understood that there shall be a minimum of one Assistant Chief of Career Services, of the Stamford Fire Department. It is agreed that said position shall not be a Civil Service Position and that the appointment to said position shall be by the Chief of the Fire Department with a minimum of five (5) years service as a sworn Fire Captain with the Stamford Fire Department. Said appointment shall be made by the Chief of the Fire Department, with the consent and advice of the Stamford Fire Commission. It is agreed that any sworn position vacated by the appointment of an Assistant Chief shall be filled within ninety (90) days of said vacancy, it being the intent of the parties that a position vacated will not remain unfilled. (e.g. If a Deputy Chief of the Stamford Fire Department is appointed Assistant Chief, the appointing authority will designate, appoint, and swear in a new Deputy Chief, according to Civil Service Regulations, within ninety (90) days of the vacancy created by the appointment of Deputy Chief to Assistant Chief.)

Further, if the rank of Deputy Chief is filled by a Captain the rank of Captain must be filled. If the rank of Captain is filled Lieutenant, the rank of Lieutenant must be filled.

The appointee to Assistant Chief shall serve at the pleasure of the Chief. Said appointee shall not be removed or demoted without the advice and consent of the Stamford Fire Commission.

If the sworn Fire Officer who is appointed to a position of Assistant Chief is removed from said position for any reason or wishes to resign from said position for any reason he/she shall be at their option entitled to revert back to the sworn Fire position he/she held prior to their appointment to Assistant Chief.

ARTICLE IX HOLIDAYS

1. Each employee who works on a holiday as defined in Section 4 below on a day during which he/she is regularly assigned to perform such work or whose normal day off falls on such a holiday or who is on vacation, sick leave, special leave or on military leave for annual training when such holiday occurs, shall receive a compensatory shift holiday for each such holiday shift other than the one-half (½) shift on Christmas Eve, and a compensatory one half (1/2) shift holiday for each such holiday shift other than the one-half ½ shift holiday on Christmas Eve. **Each employee who works on such a holiday (other than the one-half shift on Christmas Eve) on a shift during which he/she is regularly assigned to perform such work shall receive, in addition to his/her regular compensation for such shift, additional compensation at the rate of one (1) times the employee's regular rate of pay for all such hours worked on such holiday.** Each employee who works a full shift on a Christmas Eve on which he/she is regularly assigned to perform such work shall receive, in addition to his/her regular compensation for such, additional compensation at the rate of one (1) times his regular rate of pay for one-half (1/2) the number of hours worked on Christmas Eve.

2. The granting of compensatory shifts off shall be administered by the Officer-in-Charge of each Engine House on each group in such manner so that, subject to the limitations hereinafter set forth, every employee shall have an equal opportunity to receive the compensatory shifts off of their choice, and a request for two (2) consecutive compensatory shifts off shall be treated on the same basis as a request for a single compensatory shift off and shall not be denied solely on the grounds of its duration. Any officer or fire fighter who seeks a compensatory shift off shall list their name (or have company officer list their name) on the Company Commander's Desk Calendar of their assigned station. Compensatory shifts off shall be granted in order of appearance on the list. Deputy Chiefs shall list their name on the #1 Company calendar.

3. The following language shall be in effect for the purposes of determining vacation/special/compensatory leave.

(a) Fifteen (15) employees on each work group may be off duty on a compensatory shift on any day, except that the foregoing number of employees on each group who may be off duty on a compensatory shift on any day shall be reduced by the number of employees on such group who are off duty on vacation on that day. In addition, in the event that on any day there are less than the total number of employees on any group off duty on compensatory shifts that are permitted by the preceding sentence, additional employees shall be permitted to be off duty on compensatory shifts off up to the total permitted. For the purposes of this section, the number of employees scheduled to be off duty on vacation and/or compensatory shifts off will be determined for on duty employees immediately prior to the date on which such compensatory shift off is to be taken and twenty-four (24) hours prior to their first scheduled work day for the group who are not on duty. The Deputy Chief may, in his sole discretion, waive the twenty-four (24) hour notice requirement. If the Department shall be unable to obtain sufficient employees on an overtime basis to meet minimum staffing requirements on holidays, the Department shall have the right to cancel previously approved leave for compensatory time off on a holiday.

The following amount of employees may be off on vacation and compensatory time from each company:

Fire Stations with ONE (1) front line manned apparatus - one (1) member off.

Fire Stations with TWO (2) front line manned apparatus - two (2) members off.

Fire Stations with THREE (3) front line manned apparatus - three (3) members off.

Fire Stations with FOUR (4) front lined manned apparatus - four (4) members off.

Fire Stations with FIVE (5) front line manned apparatus - five (5) members off.

Unit four (4) will be considered a front line manned apparatus only for the purposes of determining members off.

The Stamford Fire Department has fourteen (14) front line manned apparatus, therefore, the fifteenth member off shall be at the discretion of the Deputy Chief.

If a company does not use allotted shifts off, slots shall be assigned to other companies by the on duty Deputy Chief.

(b) No more than seven (7) compensatory shifts off may be taken in advance of the date on which they are earned. If an employee has received advance compensatory shifts off which he has not earned at the time of his separation from the Fire Department, an amount equal to his regular hourly rate, multiplied by the average number of hours in a tour of duty of such employee for each such compensatory shift off shall be deducted from his last week's salary.

(c) The Officer-in-Charge of each group shall make every effort, and the employees under his/her command shall cooperate, to make sure that all compensatory shifts off are taken within one (1) year of the date on which such shifts are earned.

(d) If any employee elects by written notice prior to June 1 of any contract year not to take a compensatory shift, each such employee shall receive, in lieu of such compensatory shift off or shift offs, and in addition to any other compensation to which such employee may be entitled, for each full shift an amount equal to his regular hourly rate multiplied by the average number of hours in a tour of duty of such employee and for the half-shift an amount equal to his regular hourly rate multiplied by one-half (1/2) of the average number of hours in a tour of duty of such employee.

4. For purposes of this article, the following shifts shall be considered holidays: New Year's Day (January 1), Martin Luther King, Jr. Day (State observed day), Lincoln's Birthday (February 12), Washington's Birthday (state observed), Good Friday (Friday before Easter), Memorial Day (state observed), Independence Day (July 4), Labor Day (1st Monday in September), Columbus Day (state observed), Veteran's Day (November 11), Thanksgiving Day (state observed), day after Thanksgiving, Christmas Day (December 25), and one-half (1/2) day on Christmas Eve.

5. Employees in the Mechanical, Fire Prevention Bureau, and Training Divisions shall have the option of working on Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Columbus Day and Veteran's Day if the holiday falls on their regular day of work.

6. In the event that any group of other City employees is granted any additional holiday with pay by proclamation as in the event of a day of national mourning, or celebration or as the result of an emergency (other than weather) or is granted any additional shift off with pay because of the proximity of such day off to a holiday, each employee covered hereunder shall receive a compensatory shift off in lieu of such additional holiday or such additional day off.

ARTICLE X WORK WEEK

1. The regular work week for all employees who perform fire fighting duties shall be an average of not more than forth-two (42) hours computed over a period of one (1) year, based upon the schedule of one (1) ten (10) hour day shift, immediately followed by one (1) fourteen (14) hour night shift, followed by seventy-two (72) hours off.

For the purpose of accruing and using paid time off, a "shift" shall be considered either a ten (10) or fourteen (14) hour shift.

For the purpose of this Agreement a "tour" shall be considered a ten (10) hour shift immediately followed by a fourteen (14) hour shift.

The parties further agree to meet and discuss the work schedules in non-line divisions of the bargaining unit.

The parties agree to attach as an Addendum the changes to the collective bargaining agreement as a result of a change in the work schedule to a 24 hour on 72 hour off.

The parties agree that the changes in the work schedule are not intended to increase or decrease the level of benefits for vacation, holiday, sick, jury duty, or Union business leave. It is further understood by both parties that the present contract will be amended and that all wording changes will be reviewed and changed to reflect the changes needed to transition to the 24 hour schedule.

2. The work week of the employees in the Mechanical Division, Training Division, and the Fire Marshal Division shall continue to be on the same schedule as worked at the present time. Employees, as outlined below, required to perform standby duties shall receive an additional Twenty Dollars (\$20.00) per day for each day on which he/she performs such duties.

One (1) designated person from each of the following divisions shall be recognized as being on standby duty for the Department any given time:

Fire Marshal Division, Mechanical Division, and Training Division

Standby will be rotated equally among those in the division who meet the requirements outlined in this section.

To be eligible for standby, an employee must be able to respond to an incident within sixty (60) minutes.

3. The City will have the option of adding a second shift to the office of fire prevention. The first shift will be from 0700 until 1600 and the second shift will be from 1300 until 2200 on Monday through Thursday only. The current staffing will be used to cover both shifts.

4. The City and the Union will meet to discuss the implementation of the schedule change.

ARTICLE XI OVERTIME

1. Whenever any employee works in excess of his regularly assigned work week or work schedule, as provided for in Article X, in addition to any other benefits to which he

may be entitled, he shall be paid for such overtime work at one and one-half (1½) times the hourly rate which he receives for his regularly assigned duty, except that he shall receive no additional compensation when working for a fellow employee on mutual leave pursuant to Article XVI hereof.

2. The Chief and the Union shall establish the rules for the hiring back of personnel on an overtime basis. From time to time during the term of this Agreement the established rules may be amended by both parties to correct any procedural defects in said system. Said rules shall be signed by both parties and issued to each employee. Current rules governing overtime shall remain in effect until such time as may be amended by parties (Chief and Union).

3. For purposes of overtime work under this Article, any employee when serving in an acting capacity in a higher rank or classification, shall be considered as holding such rank and shall receive compensation in accordance with such rank.

4. Each employee shall be given a minimum of four (4) hours pay at one and one-half (1½) times his regular straight time hourly rate if called back to work after completion of his regular tour of duty.

5. Overtime shall accrue and be compensated when an employee is required to remain 20 minutes or more after his/her scheduled shift has ended.

6. In order to be considered for overtime hiring each employee shall have 24/7 access to text and/or email. At the discretion of the City, employee overtime hiring / notification will be made solely over text/email.

ARTICLE XII **ACTING OFFICERS**

1. Whenever any employee is required to work a tour of duty or two (2) hours or more in a higher classification than his regular classification, e.g., Acting Deputy Chief, Acting Captain or Lieutenant, such employee shall be paid for each hour of such work at the single hourly rate provided for the higher classification.

2. In the event an Officer's position is required to be filled by an employee of a subordinate rank in the same working group, the position shall be filled as follows:

(a) **For Acting Deputy Chief:**

The position shall be filled by rotation of all employees who are on the current or last existing Civil Service Register of eligible candidates for the position of Deputy Chief. If there is no eligible employee on such list, the senior Captain shall be assigned. Employees not assigned to Company One will be temporarily transferred from their current assignments to fill the vacancy on a shift by shift basis.

(b) For Acting Captain:

An Acting Captain position shall be filled by the selection in the following order:

1. The Lieutenant who has the least number of hours as Acting Captain on the current or last existing Civil Service Register of eligible candidates for the position of Fire Captain from the on-duty group;
2. A Lieutenant not on the current or last existing eligibility list from the on duty group;
3. An overtime Lieutenant by the criteria outlined in 1 and 2 above;
4. A firefighter within the on duty group from the current or last existing Civil Service Register of eligible candidates for the position of Fire Lieutenant by order of seniority;
5. In the event there is no eligible candidate and all other factors being equal, the senior firefighter in the company within which the vacancy occurs shall apply.

Acting hours shall be kept in the Captain's office at One Company.

(c) For Acting Lieutenant:

An Acting Lieutenant position shall be filled by the selection in the following order:

1. The Fire Fighter who has the least number of hours as Acting Lieutenant on the current or last existing Civil Service Register of eligible candidates for the position of Fire Lieutenant from the on duty group;
2. A Fire Fighter that has been hired on overtime who is on the current or last existing eligibility list;
3. In the event there is no eligible candidate and all other factors being equal, the senior firefighter in the company within which the vacancy occurs shall apply. Acting hours shall be kept in the Captain's office at One Company.

(d) For Acting Fire Marshal:

In the absence of the Fire Marshal the senior Assistant Fire Marshal shall be acting Fire Marshal. In the absence of both Assistant Fire marshals, the senior Deputy Fire Marshal shall be acting Fire Marshal.

(e) For Acting Assistant Fire Marshal:

The position shall be filled by rotation of all employees who are on the current or last existing Civil Service Register of eligible candidates for the position of Assistant Fire Marshal. If there is no eligible employee on such list, the senior Deputy Fire Marshal shall be acting Assistant Fire Marshal

3. A firefighter acting must meet the minimum requirements for promotion eligibility, i.e. grade-one firefighter, established for promotion in Article XXXII. If no one meets the minimum requirement in which the vacancy occurs, then the overtime officer shall hire to fill the vacancy.

4. For acting purposes only, upon the establishment of any promotional list, an employee may remove his/her name from said list. Notification shall be made to the Chief and be in writing. Any employee who has removed his/her name from the promotional list shall not be eligible to serve in any acting officer position for that list. An employee may reinstate his/her name by putting the notice in writing to the Chief.

5. Any fire fighter not on a promotional list, who may be eligible for acting based on his/her seniority, shall also have the ability to refuse the acting. The refusal must be in writing and forwarded to the Chief; the refusal can be withdrawn by the employee upon written notice forwarded to the Chief.

6. In the event of the absence of the Chief of the Department for any reason, the Assistant Chief of Career Services will be in command. If both the Chief and the Assistant Chief of Career Services are to be absent for a period of eight (8) consecutive calendar days or more, the Chief will assign the senior Deputy Chief to be Acting Chief. For absences of both the Chief and the Assistant Chief of Career Services for periods of less than eight (8) consecutive calendar days, the Chief will assign from all of the Deputy Chiefs, on a rotating basis, a Deputy Chief to be Acting Fire Chief.

7. From time to time during the term of this agreement the established rules may be amended by both parties to correct any procedural defects in said system. The new system will be re-evaluated in six (6) months from the approval date of this agreement.

ARTICLE XIII
VACATIONS

1. Employees covered by this Agreement shall be entitled to vacations as follows:

(a) Employees with less than one (1) year of service shall be entitled to one (1) shift per month, up to a maximum of ten (10) shifts, for each month they are employed if they are employed prior to December 31 of the year.

Any employee who shall have completed one (1) year of service but less than four (4) years of service shall be entitled to ten (10) duty shifts of vacation leave.

Any employee who has completed four (4) years of service but less than ten (10) years of service shall be entitled to fifteen (15) duty shifts of vacation leave.

Any employee who has completed ten (10) years of service but less than twenty (20) years of service shall be entitled to twenty (20) duty shifts of vacation leave.

Any employee who shall have completed twenty (20) years of service shall be entitled to twenty-five (25) duty shifts of vacation leave.

- (b) Employees may select vacations in multiples of two (2) consecutive shifts and maximum of ten (10) consecutive shifts (five (5) tours) which shall be called vacation. Employees may select vacation leave as single shifts which shall be called special leaves, however, it is understood by the parties that single special leave shifts will have no seniority preference.
- (c) Each employee who does not regularly perform fire fighting or dispatching duties shall receive one (1) shift of vacation in each calendar year following his/her (9th) anniversary. Two (2) in each calendar year following the thirteenth (13th) anniversary, three (3) in each year following the seventeenth (17th) anniversary, and a total of twenty-five (25) shifts of vacation leave in each calendar year following his/her twentieth (20th) anniversary as set forth in subdivision (a) above.

2. Present vacation policies and procedures and shall remain in effect except as provided for below:

- (a) Officers-in-Charge of all Companies shall prepare and submit vacation schedules to the Chief by January 31 of that year.
- (b) The vacation period shall be from the first day in January to the last day in December of each year.
- (c) The following shall be used as a guide to officers in preparing vacation schedules:
 - i. Rank (Captain to Lieutenant), then seniority in the group at each fire station shall be the basis for determining preference of vacation weeks, provided that no employee may select more than ten (10) consecutive working shifts of vacation have selected ten (10) consecutive duty shifts of vacation or have waived their right

to do so, or if any employees who are entitled to only ten (10) shifts of vacation elect to divide their vacation, then until such employees who have made such election have selected their first vacation period or have waived their right to do so. Notwithstanding the foregoing, assignment of vacations for employees who do not regularly perform fire fighting or dispatching duties shall be in accordance with past practice.

- ii. Exclusive of the Deputy Chiefs and Dispatchers, one (1) member in each group may be allowed vacations simultaneously in fire stations with two (2) or less front line manned apparatus, two (2) members in fire stations with three (3) front line manned apparatus and three (3) members in fire stations with more than three (3) front line manned apparatus.
 - iii. If a Company has an open vacation period and an employee of such Company desires a change from his scheduled vacation period, same may be accomplished by an appropriate request to a Deputy Chief, giving both the original and the new inclusive dates. Such requests shall not be unreasonably refused.
 - iv. Vacation schedules shall be reviewed by the Chief, and no schedule shall be effective until a copy, approved by the Chief, is returned to the Company or Division concerned.
 - v. Any employee asked to take a vacation in any year prior to the anniversary date of his employment, for the convenience of the Department, shall be deemed to have passed his anniversary date in that year for the purposes of computing the amount of his vacation.
 - vi. Vacation leave which is selected as individual vacation shifts shall be considered to be special leave shifts, provided that the employee gives reasonable advanced notice of his intention to so utilize said shifts. Such shifts shall be controlled and administered in the same manner as provided for in Section 2 and 3(a) of Article IX of this agreement, but Section 3(d) of Article IX shall not be applicable thereto.
3. (a) Telephone requests for changes in vacation periods will not be approved. All requests for a change shall be submitted and shall be forwarded so as to reach a Deputy Chief no less than one (1) week prior to the first day of requested change.
- (b) The respective officer shall state on the form that such change, if approved, will not interfere with the operation of his Company.

4. Vacation carryover shall be limited as follows:
 - (a) Effective January 1, 1998, and continuing each year thereafter, employees currently having an accumulation at or over seventy-five (75) shifts will not be eligible to carry over any additional vacation.
 - (b) Effective January 1, 2000, and continuing each year thereafter, employees below seventy-five (75) shifts are eligible to bank vacation shifts up to the maximum of seventy-five (75).
5. An employee on Workers' Compensation leave for six (6) or more months in any fiscal year may carryover vacation in excess of the maximum. However, the employee cannot carryover more than the maximum in the following fiscal year. An employee experiencing an unforeseen hardship beyond his/her control, may be permitted to carryover vacation leave in excess of the maximum, with the permission of the Chief. However, the employee cannot carryover more than the maximum the following calendar year.
6. No employee shall be allowed to schedule vacation or special leave that exceeds the amount of his/her yearly allotment on the company commander's desk calendar.

ARTICLE XIV
SICK LEAVE

1. Because of the hazardous nature of the duties in the Fire Service, sick leave at full pay shall be unlimited. Unlimited sick leave is not to be available to any employee who has been removed from the active list and has been transferred to the Veterans Reserve list or the fire pension list as a result of his own action or that of the Board of Trustees of the Fire Pension Fund.
2. The Union acknowledges that the City has the right of supervision of absenteeism to prevent malingering and other abuses of sick leave.
3. The following sick leave policy shall be in effect:
 - (a) Sick leave shall be monitored on a reasonable and regular basis by the Chief/Fire Commission.
 - (b) Frequent short-term absences shall be monitored on an individual basis at the discretion of the Chief/Fire Commission to prevent malingering or other abuses of sick leave.
 - (c) The Chief/Fire Commission shall require a physician's report for occasions of three consecutive shifts or more, which shall be provided to the Department upon return to duty or all sick time shall be deducted from

the employee's vacation time unless the note is provided within three calendar days thereafter. Notwithstanding the above, if the employee provides the physician's note within a reasonable period of time, the vacation time will be returned and the time off will be charged to sick time.

- (d) The Deputy Chief shall contact any fire fighter under their command each tour when the employee has been on sick leave for two or more tours of duty. In the case of any of the remaining employees, the Assistant Chief shall contact any employee when the employee has been on sick leave for one week or more. The appropriate supervisor will report the findings to the Chief using the Department Sick Leave Report.
- (e) After one (1) month of continuous sick leave, the employee's physician must submit a prognosis to the Chief/Fire Commission and the individual shall be referred to a City physician to verify the medical status of the employee.
- (f) For each month thereafter, the City may require there be another follow-up by a City physician and documentation provided by the employee's physician as to when the point of maximum recovery should be reached. The individual shall also meet with the Fire Commission to discuss his status.
- (g) Employees who are on sick leave or restricted duty must work two consecutive shifts (one (1) 24-hour tour) after calling off sick leave or restricted duty to work either overtime or a fire watch.

4. The Department shall keep a separate roster of the employees who are on sick leave. This roster shall be kept separate from the employees who are on job-connected injury leave.

ARTICLE XV **JOB-CONNECTED INJURIES/RESTRICTIVE DUTY**

1. The City acknowledges that all employees are subject to the Worker's Compensation Law of the State of Connecticut and are entitled to all benefits thereunder, subject to the provisions of Article 14, Section 1.

2. Except as provided to the contrary by law, there shall be a reputable presumption that any respiratory disease, heart disease, hypertension or cancer resulting in total or partial disability to an employee shall be presumed to have been suffered in the performance of his/her duties.

3. The department shall keep a separate roster of the employees who have been injured while on duty. This roster shall be kept separate from the employees on sick leave.
4. An employee who has a work-related injury or illness shall file with the fire department immediately or as soon as is practicable a workers' compensation claim pursuant to State Law.
5. An employee who has properly filed a workers' compensation claim shall be placed on *on-duty* leave for the period of his/her absence while the claim is actively processed by the insurance carrier. By placing a member on on-duty leave the City does not waive any rights it may have under the Connecticut Workers' Compensation Act.
6. In order to receive compensation for a work-related injury or illness, the employee shall be required to submit medical evidence of the employee's injury or illness, inability to work and prognosis for return to work. No payments will be made for injury on duty in cases where no workers' compensation claims have been filed.
7. An employee who is granted workers' compensation benefits shall receive his/her regular net pay, including shift differential, and holiday pay, for the period of his/her authorized absence, in lieu of the wage benefits provided by State Law.
8. The City may assign an employee who is on-duty leave to light or limited duty consistent with the finding of the workers' compensation insurance carrier, and the treating physician's diagnosis.

ARTICLE XVI MUTUAL LEAVE

Each employee shall be granted mutual leave with pay for any shift or shifts on which he is able to secure another employee to work in his place provided:

- (1) Such substitution does not impose any additional cost for overtime or otherwise on the City.
- (2) The substitution is within the same job classification as the employee seeking mutual leave.
- (3) Employees of the Fire Department may be permitted to work up to fourteen (14) hours prior to or following their regularly assigned shift for the purposes of performing mutual leave. This is meant to coincide with the current practice for holdovers and is not intended for employees to create their own work schedule(s).
- (4) The Officer-in-Charge of the group in the Engine House is notified not less than one (1) day prior to its becoming effective, or in case of an emergency, by telephone.

- (5) The Deputy Chief in charge of the group on which the substitution is to take place is notified of the substitution as soon as practicable by the Officer-in-Charge of the Engine House on the same group.
- (6) Neither the Department nor the City is held responsible for enforcing any agreements made between employees for purpose of any employee's obtaining mutual leave.

ARTICLE XVII
FUNERAL LEAVE

1. Employees shall be entitled to a funeral leave of six (6) working shifts with pay at the time of death of a spouse, parent, child, brother or sister, grandparent, grandchild or any other relative permanently domiciled in the employee's household.
2. A funeral leave of three (3) consecutive shifts with pay shall be granted at the time of death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, or spouse's grandparents.
3. A funeral leave of one (1) working shift with pay shall be granted in the event of the death of any other relative not domiciled in the employee's household, provided the employee is scheduled to work on the shift in which such relative's funeral occurs.
4. Additional funeral leave in connection with required travel or other unusual circumstances shall be granted at the discretion of the Chief of the Department.

ARTICLE XVIII
UNIFORMS

1. The Department shall furnish to each employee uniforms as follows:
 - (a) Each year for the first two (2) years of employment:
 - i. Three (3) pairs of FR rated nomex uniform trousers.
 - ii. Three (3) FR rated nomex long sleeve shirts.
 - iii. Three (3) FR rated nomex short sleeve shirts.
 - iv. Two (2) 80-20% cotton sweat shirts.
 - v. Three (3) 100% cotton tee shirts.

Beginning in year three (3) of employment, and for each year thereafter, the Department shall furnish to each employee uniform items, selected by

the employee from a Department approved list from the Department's uniform supplier, equal to the acquisition cost of;

- i. One (1) pair of FR rated nomex uniform trousers.
 - ii. One (1) FR rated nomex long sleeve uniform shirts.
 - iii. One (1) FR rated nomex short sleeve uniform shirts.
 - iv. Two (2) 80-20% cotton sweat shirts.
 - v. Three (3) 100% cotton T-shirts.
- (b) Changes in the Uniform specifications shall be agreed upon between Local 786 and the Chief of the Department.
 - (c) Winter coats shall be provided and replaced no sooner than ten (10) years unless needed because of damage.
 - (d) Employees shall not be required to wear station uniforms to and from work. All employees are required to be in uniform before relieving other employees.
 - (e) All employees shall be issued, who shall be responsible for maintaining and worn as the official Ceremonial Dress Uniform of the Stamford Fire Department.
 - i. One (1) winter coat.
 - ii. One (1) Dacron/wool blend Class A dress jacket.
 - iii. One (1) Dacron/wool blend Class A dress trousers.
 - iv. One (1) dress shirt.
 - (f) All employees assigned to the Fire Prevention Office shall be issued as needed FR rated overalls.
 - (g) All employees of the Mechanical Division shall receive three (3) additional sets of work uniforms.
 - (h) All employees of the Fire Prevention Division and Mechanical Division shall be issued uniforms in accordance with current practice.
2. All employees shall be issued protective clothing as follows as needed:
- (a) CPR pocket mask,
 - (b) SCBA Regulator, in the Suppression and Training Divisions only,

- (c) Turnout coat, a second turnout coat shall be issued to each member assigned to the Suppression and Training Divisions for a total of two (2) by July 1, 2019,
- (d) Firefighting gloves,
- (e) Turn out pants, a second pair of turnout pants shall be issued to each member assigned to the Suppression and Training Divisions for a total of two (2) by July 1 2019,
- (f) Firefighting boots,
- (g) Helmet,
- (h) 2 Protective hoods,
- (i) Scott face piece.

All protective clothing and equipment shall be Connecticut OSHA approved.

3. Each employee who is required by the Board of Fire Commissioners or the Chief to wear his dress uniform shall be paid a sum of Six Hundred Dollars (\$600.00) as a clothing maintenance allowance per contract year. All other employees shall be paid a sum of Five Hundred Dollars (\$500.00) as a clothing allowance per contract year payable on December 1, of each year in a lump sum.

ARTICLE XIX INSURANCE

1. Health. The City agrees to provide medical benefits to each individual employed under the terms of this collective bargaining agreement, along with their enrolled eligible dependents, in accordance with a Point-of-Service (P.O.S.) plan design. The P.O.S. benefits provisions are set forth in Exhibit I attached to this Agreement. The current P.O.S. Plan will remain unchanged through December 31, 2016. Effective on January 1, 2017, the P.O.S. Plan will end and employees will have a High Deductible Health Plan/Health Savings Account (“HDHP/HSA”), and the benefits provision for this plan are set forth in Exhibit I attached to this Agreement. Selected elements of this HDHP/HSA are as follows:

- a. \$2,000/\$4,000 deductible.
- b. After deductible: Prescription \$5/\$25/\$40; mail order \$10/\$50/\$80 for three month supply.
- c. The exclusion on autism will be removed under the short term rehabilitation provisions of the insurance plans such that employees can

use short term rehabilitation for therapy visits, subject to the 30 day combined limit in the current plan.

- d. Employees not eligible for an HSA will have an HRA.
- e. Coverage grid to remain the same as P.O.S. Plan.

The health insurance (including vision and dental) will be effective on the first of the month following the employee's date of hire.

2. Dental and Optical. The City will provide a PPO dental plan as follows:

<u>Co-insurance</u>		<u>Deductibles</u>	
Class A Expense	100%	Class A	None
Class B Expense	80%	Class B & C	\$50/\$100
Class C Expense	75%	Orthodontics	None
Orthodontics	50%		

Maximums

Annual Max \$1,500 per covered employee/dependent
Effective 7/1/06: Annual max \$2000

Orthodontics \$2,000 lifetime/ per covered employee/dependent
Effective 7/1/06: Lifetime maximum \$2500

Effective January 1, 2004, the City shall provide and pay for an optical plan, which shall yearly provide the following benefits for the employee and his/her enrolled dependents:

\$ 62.50	for eye exams
\$125.00	for eyeglass frames
\$ 55.00	for single lenses
\$ 90.00	for bifocal lenses
\$125.00	for progressive lenses
\$135.00	for trifocal lenses
\$225.00	for contact lenses (when medically prescribed)

3. Life Insurance. The present contribution (\$.07 cents per week per thousand dollars of benefit) made by employees toward premiums under the existing Group Life Insurance Plan shall continue and employees may elect life insurance coverage up to the lowest thousand level of the employee's yearly salary (e.g. if the employee earns \$16,500, he/she is entitled to life insurance up to face value of \$16,000).

Effective July 1, 2006, the City will provide each employee with a term life insurance policy in an amount of seventy five thousand dollars, (\$75,000) at no cost to the employee. The employee shall have the option of purchasing an additional \$25,000 supplemental life insurance at a cost of \$.03 per week per thousand dollars.

Effective July 1, 2007, the City will provide each employee with a term life insurance policy in an amount of one hundred thousand dollars, (\$100,000) at no cost to the employee. The employee shall have the option of purchasing an additional \$25,000 supplemental life insurance at a cost of \$.03 per week per thousand dollars.

The City shall provide and pay for Group Life insurance plan in the face amount of Four Thousand Dollars (\$4,000) for each retired employee.

4. Retiree Benefits.

A. Retiree Benefits

- i. Pre Age Sixty-Five (65): The City will make available the insurance plan applicable to active employees, providing for hospital and medical benefits, but not including dental or optical, to employees who retire, with a pension from the City of Stamford Fire Fighters Retirement Fund.
- ii. Post Age Sixty-Five (65): Effective July 1, 2016, upon a current or new employee's Medicare eligibility, the City will have the option to either maintain secondary health insurance or move to a supplemental plan such as Plan F with a prescription rider, not including dental or optical as outlined in the Summary Plan Description dated June 1996. The City maintains the option to switch back at any time without bargaining.

B. Retiree Costs

1. The following shall apply to employees employed as of July 1, 2016:
 - i. Retire Before Age Fifty-Five (55):
 - a. Cost to age 65: To receive medical coverage, the employee must pay one-third (33.33%) and the City will pay two-thirds (66.66%) of the cost of such P.O.S. plan.
 - b. Cost Post 65: The retiree must pay one-third (33.33%) of the cost for the supplementary coverage as referenced in Section A(ii) above.
 - ii. Retire at or after Fifty-Five (55):

Individuals who retire on or before December 1, 2016 will be required to contribute \$21.66 per month toward the cost

of such insurance. Individuals who retire after December 1, 2016 will be required to contribute \$85 per month toward the cost of such insurance.

2. The following shall apply to employees hired after July 1, 2016:

Retiree Age	Employee Percentage
Pre-Age 55:	50%
Age 55	50%
Age 56	48%
Age 57	46%
Age 58	44%
Age 59	42%
Age 60	40%
Age 61	39%
Age 62	38%
Age 63	37%
Age 64	36%
Age 65	retiree pays for Medicare Part B and City pays for supplemental plan

3. Effective July 1, 2016, any current or future employees who retire on a disability pension will be required to contribute \$85 per month toward the cost of such insurance.
4. Upon retirement at age 55 or older of a current active employee or retiree (by voluntary conversion to a HDHP HRA), the City will fund 75% of the HDHP HRA until age 65.
- C. Each employee hired prior to July 1, 2016, who retires and when sixty-five (65) years of age or older, shall receive premium reimbursement for coverage paid for under Medicare Part B. The cost of such coverage shall be borne by the City of Stamford Fire Fighters Retirement Fund. The City may, at its option, provide a Medicare Risk contract to retirees voluntarily, as an alternative to the supplemental coverage.
- D. The parties agree that individuals retiring from the City, and electing to receive retiree insurance benefits under this section, may (at their option) maintain coverage for their eligible dependents. However, only the spouse at the time of retirement will be eligible for such spousal benefits before and after the employee's death. Individuals electing to retire, will retire under, and be subject to the terms and conditions of the collective bargaining agreement in effect at the time of their retirement.

5. Waiver of Coverage. An employee who is eligible for health benefits provided by the City and where such benefits are extended to his/her spouse and/or child(ren), the employee may voluntarily elect, subject to Section 125 of the Internal Revenue Code, to waive all medical/dental/vision benefits, and in lieu thereof, be remunerated an annual amount of seven hundred and fifty dollars (\$750), provided the employee has notified the Benefit Manager's Office during the enrollment period. In order to be eligible for this annual payment, the employee must provide evidence of similar coverage under another group health benefit program. If an eligible employee has waived his/her insurance benefits the previous year, and does not notify the Benefit Manager's Office of his/her selection for the coming fiscal year, the waiver will remain in effect. Payment for the waiver will be made in two (2) equal installments, six (6) months apart (January and July).

An eligible employee choosing this option shall be able to rescind such option during the annual open enrollment window period, or as a result of a change in "family status". A change in "family status" results from the eligible employee's marriage, divorce, birth or adoption of a child, death of a spouse or child, or the loss of other health benefit coverage. An employee wishing to change this waiver option must give the Benefit Manager's Office at least fifteen (15) days advance written notice. If such option is rescinded, all prior rescinded coverage will become effective at the beginning of the month following the written notice to reinstate such coverage. An eligible employee who reinstates health benefits during the medical plan year must reimburse the City the money received for waiving such insurance coverage. In lieu of a lump sum payment, the employee may elect to reimburse the City by payroll deduction over a six (6) month period.

6. Employee Contributions.

Employees shall be required to contribute, pursuant to Internal Revenue Code Sec. 125, on a pre-tax payroll deduction basis eleven percent (11%) of the premium equivalent rate for their single, two-person (two [2] times single coverage), family coverage (two and one-half [2.5] times single coverage), respectively for the medical, dental, vision and prescription drug benefits effective July 1. Deductions shall be made in equal amounts from each payroll check. It is presumed that as a member of the bargaining unit, individual payroll deduction authorizations are not required due to their representation by the union and the mandatory requirement of the employee to be eligible for medical, dental and vision benefits.

The foregoing eleven percent (11%) premium contribution shall be in effect for the duration of this Agreement, and will be applied to the P.O.S. Plan through December 31, 2016. Thereafter, the eleven percent (11%) premium contribution will be applied to the HDHP/HSA Plan as follows, in conjunction with the City's funding of the deductible:

	PCS	City deductible funding
1/1/17	11%	65%
1/1/18	11%	60%

1/1/19

11%

50%

7. Administration of Benefits. The City will provide the medical, dental, vision and/or prescription drug benefits as set for in this agreement through a properly licensed insurance company in the state of Connecticut, or through an alternative self-insured arrangement. If benefits are self-insured by the City, employees shall have all claims adjudicated in conformance with applicable confidentiality standards, along with the same internal rights of appeal extended by the service provider as if the benefits were insured. In no event shall, the coverages and benefits provided through an alternative insurance carrier, managed care vendor, either self-insured or self-administered will be less than the benefits and coverages as set forth in Exhibit I. The size and scope of a preferred provider network of physicians, hospitals, dentists, optometrists, etc. shall not be a factor in determining the duplication of benefits by an insurance carrier or managed care vendor. It is agreed that an alternative insurance carrier or managed care vendor can be selected by the City provided that the new insurance carrier or managed care vendor network includes seventy (70%) percent of the hospitals and physicians in Fairfield County of the original preferred provider network of hospitals and physicians. The City retains the sole and exclusive right to select and/or change insurance carriers or managed care vendors. The City shall review any proposed changes with the Union prior to implementation, and if there is a disagreement on the level of benefits, coverages or services provided with the proposed insurance carrier and/or managed care provider, the Union may submit the issue to binding arbitration.

8. Flexible Spending Accounts. The City shall make available under IRS Section 125, a pre-tax Medical Reimbursement Account, Dependent Care Reimbursement Account (up to a maximum of \$5,000 per year, or as allowed by the Internal Revenue Code) and pre-tax employee health insurance premiums to the extent allowed by law.

ARTICLE XX PENSION

1. The present pension plan as provided for in the Charter of the City of Stamford (including provisions with respect to Veterans Reserve), the collective bargaining agreement of 1968, 1970, 1972 and a certain agreement between the parties hereto dated September 12, 1968, shall remain in effect except as provided below.

2. Effective January 1, 1981, or upon approval of the Board of Representatives, whichever is later, all employees thereafter hired shall as a condition of normal retirement have served at least twenty (20) years of service and reached the age of forty-eight (48).

3. No employee who is less than sixty-five (65) years of age shall be retired involuntarily by the Pension Board if he is physically able to perform the duties of any available job currently being performed by employees of his rank in the Fire Department, provided however, that there is an opening for such a job to which he can be assigned without violating the terms of this agreement or the Rules and Regulations of the Personnel Commission and he is qualified to perform the necessary duties of that job.

Each employee of the Department shall submit to such physical examinations as may be required by the Department. Employees hired after July 1, 2016 shall have a mandatory retirement age of 65.

4. For employees hired prior to July 1, 2016, the pension schedule shall be as follows:

<u>NUMBER OF YEARS</u>	<u>PERCENTAGE</u>
20	50%
21	52%
22	54%
23	56%
24	58%
25	60%
26	62%
27	64%
28	66%
29	68%
30	70%
31	72%
32	74%

Employees shall not be required to make any pension contributions after thirty-two (32) years of service. For the purposes of this section, military service previously purchased by an employee shall be considered years of service so as to eliminate the requirement of pension contributions. For example, an employee who has thirty (30) years of service and had previously purchased two (2) years of military service shall be deemed to have thirty-two (32) years of service so as to eliminate the requirement of pension contributions.

For employees hired after July 1, 2016, the following shall apply:

- A. Average of three highest years income for pension calculation
- B. Pension multiplier will be 2.25% per year with maximum percentage of 100%

5. The pension board, at its sole discretion, shall have the ability to grant a disability pension up to a one hundred percent (100%) pension. An employee granted a one hundred percent (100%) disability pension will be eligible to receive full health insurance benefits.

6. Any employee who is injured in the line of duty while acting in a higher capacity at the time of injury shall receive a pension based on the amount he would receive at the higher rank.

7. Effective July 1, 1990, the surviving spouse or qualified dependent of a retired employee who thereafter dies shall receive one hundred percent (100%) of the pension which the retired employee was entitled prior to the time of his death. For employees hired after July 1, 2016, the spousal pension benefit shall only apply to the employee's spouse at the time of retirement, and shall consist of the following joint and survivorship options:

1. Employee takes pension, no survivorship option;
2. 100% joint and survivorship option, actuarially adjusted; or
3. 50% joint and survivorship option, actuarially adjusted

The City agrees not to propose pension joint and survivorship changes for current employees for six (6) years and to not implement changes for nine (9) years, after ratification of the 2011-2019 Collective Bargaining Agreement, which occurred on August 8, 2016.

8. After fifteen (15) years of service with the Stamford Fire Department an employee shall be vested in the Fire Fighter Pension Fund. That employee may elect to receive a vested pension calculated at the rate of two and one-half percent (2.5%) of his annual salary for each year of service payable monthly to the employee or his beneficiary beginning when he would have reached his twentieth (20th) anniversary. For employees hired after July 1, 2016, this calculation shall be based on two and one quarter percent (2.25%). An employee receiving a vested pension shall not receive hospital, medical, surgical, major medical, dental or vision coverage nor shall he receive life insurance coverage unless that employee is eligible to receive such benefit under other provisions of this contract.

9. Effective July 1, 1997, an employee's night and Sunday differential will be included in the definition of "base annual salary" for pension purposes. In consideration for this change, the parties agree that the maximum amount of night and Sunday differential that can be applied towards the pension shall be capped at the following amounts:

Fire Fighter	\$ 3500.00
Lieutenant	\$ 3600.00
Captain	\$ 3700.00
Deputy Chief	\$ 3800.00

Any amounts earned in excess of the cap shall not be used to determine pension or pension contribution. Further, effective upon the execution date of the contract effective July 1, 1999, employees will make pension contributions as outlined below in Section 11, on the capped amount annually to the pension plan.

10. Any and all disputes regarding pension administration, granting of pension benefits or pension payments, shall be subject to the grievance and arbitration procedures set forth in this Agreement.

11. Effective July 1, 1999, and in consideration of adding Sunday differential into the "base annual salary", employees will annually contribute six and one-quarter percent (6.25%) of their "base annual salary" (as defined in Section 9 above) to the City of Stamford Fire Fighters Pension Fund. For employees hired after July 1, 2016, employees will annually contribute seven and one-quarter percent (7.25%) of their "base annual salary" (as defined in Section 9 above) to the City of Stamford Fire Fighters Pension Fund. As soon as possible, and provided the requirements under Section 414(h) are met, the City will "pick-up" contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis.

12. Effective July 1, 1999 and continuing thereafter, the City's minimum contribution will be the amount actuarially necessary to fund the plan.

13. Effective upon the ratification and execution date of the contract effective July 1, 1999, employees with vacation leave banks will have the option of the following, upon retirement:

- a. For up to a maximum of One Hundred (100) vacation shifts for additional pension credit. The calculation will be based on twenty (20) vacation leave shifts equating to an additional one and one-half percent (1.5%) added to his/her pension, up to a maximum of seven and one-half percent (7.5%). This option only applies to employees hired prior to July 1, 2016.
- b. A one-time, lump-sum pay out using the current department practice.

Any employee who is entitled to vacation leave at the time of his/her retirement shall receive one (1) week's vacation pay for each week of such leave. In the event that an employee is entitled to vacation leave at the time of his death, his/her heirs or successors shall receive vacation pay on the same basis as that to which the employee is entitled for vacation leave due at the time of retirement. The parties agree that employees are only eligible for vacation leave pay-out in one of the two options outlined above.

14. The cost of actuarial and associated administrative expenses for the Fire Fighters Pension Fund will be paid by the Fund.

15. Effective upon the ratification of the agreement, any employee who retires prior to his or her anniversary date of employment, will have their pension calculated based upon 1/12 for each month of service which they had accrued for the year in which they retire. For example, if an employee retires with 26 years and 9 months of service with the department, the employee would be entitled to the pension schedule based upon 26 years of service, plus an additional 9/12 of the scheduled increase between the 26th and 27th year.

16. For merged employees, originally hired by the Glenbrook, Belltown, or Turn of River Fire Volunteer Fire Departments, prior to January 1, 1998, the vesting schedule

shall be adjusted to allow for past service credit based on the previous years of service as employees of the Volunteer Fire Departments, up to a maximum of fifteen (15) years. The credit for past service shall only apply to vesting rights and not for benefit calculations. Former employees of the Belltown, Glenbrook and Turn of River Fire Departments, hired prior to January 1, 1998, the pension schedule will be as follows: The employee will receive a pension calculated at a rate of two and one-half (2.5%) of the top-step firefighter salary, or in the case of the Turn of River Fire Marshal Position his base salary as amended with the merger, for each year of service with the City. This benefit is payable monthly to the employee or his/her surviving spouse at the time of retirement or qualified dependent. Service will only include employment with the City and not service credit with the volunteer fire company, unless the employee had elected to "buy" past service as previously agreed upon. To be eligible for such pension, the employee must have at least fifteen (15) years total service with the City and volunteer company. Further, such payment of benefits will not commence until the employee has reached his/her twentieth (20th) anniversary and reached the age of forty-eight (48).

17. For merged employees originally hired by the Glenbrook, Belltown, and Turn of River Fire Departments, prior to January 1, 1998, employee pension contributions shall be made using the top step firefighter pay, or in the case of the position of the Turn of River Fire Marshall, the contributions shall be based on the actual base salary as amended with the merger.

18. Notwithstanding the above, and except as stated in paragraph 17 above, the parties agree and fully intend that employees originally hired by Glenbrook, Belltown and Turn of River shall not be restricted in their pension benefit but shall have all of the same benefits, rights, obligations calculations and procedures as provided by the Stamford Fire Pension Plan.

ARTICLE XXI **SENIORITY**

1. Seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification, as listed in the Appendices hereof. For merged employees originally hired by the Glenbrook, Belltown, and Turn of River Fire Departments, seniority shall be by classification and shall consist of the relative length of accumulated service of each employee in his respective classification since his date of hire with the City, (date of hire as a municipal employee of the City of Stamford, CT) as listed in the Appendices hereof. An employee's length of service shall not be reduced by time lost due to sick leave or authorized leave of absence, nor shall such time lost be considered as an interruption of continuous service for purposes of determining vacation eligibility. In the event that an employee is reinstated after a resignation, their time out of the City's employ shall be deducted in computing his/her vacation eligibility and his/her seniority, provided however, that such time lost shall not be considered as interruption of continuous service. An employee must work a minimum period of three (3) months upon returning from a leave of absence or resignation before he/she shall be permitted to take his vacation.

2. Service as an active paid supernumerary fire fighter shall be considered the same as service as a regular fire fighter, provided that for pension purposes, such service as an active paid supernumerary shall be considered service as a regular fire fighter only upon compliance with Section 10 of Article XX thereof.

3. All other things being equal, preference because of seniority shall be the determining factor in making all daily work assignments within each Fire Station, including temporary assignments to drive and operate the apparatus within such Fire Station.

4. In the event of a reduction in the work force, all layoffs shall be made in inverse order of Departmental seniority. Any subsequent hiring shall be first offered to the previously laid off employees by hiring the last employee laid off who has not been subsequently rehired until all such laid off employees have been offered reinstatement. If no such laid off employee accepts rehire after being offered reinstatement, the City shall continue with its normal hiring procedure. Notice shall be given to the employee's last known address by certified mail, return receipt. Any employee offered reinstatement may be required to pass a physical examination if ordered by the City and at its expense.

5. Any employee reinstated from a layoff shall receive the same rank and benefits possessed immediately preceding the lay-off. The member will remain on an eligibility list for reinstatement up to three years.

6. Departmental seniority is intended to mean date of employment for the Stamford Fire Department regardless of job classification [re: "bumping rights/layoffs/rehire"].

7. For employees merged from Belltown, Glenbrook and Turn of River Volunteer Fire Department, seniority shall be the date of hire of each employee with his/her respective Volunteer Fire Department for vacation, accrual, longevity and Heart and Hypertension eligibility purposes only. This provision shall not apply to any employees hired after January 1, 1998 for purposes of Heart and Hypertension eligibility.

ARTICLE XXII **RESIDENCE REQUIREMENT**

Any employee who desires to reside outside the City of Stamford, shall so notify the Chief of the Department providing the address and phone number. Employees, hired after January 14, 2009 shall live within a thirty (30) mile radius of the City limits, excluding Nassau and Suffolk counties, New York.

ARTICLE XXIII **FIRE WATCH DUTY**

All fire watch work within the City of Stamford for which an organization or private person is required, or elects, to satisfy through the Stamford Fire Department (including

any of the City's Volunteer Companies), shall be performed, exclusively, by employees of the Stamford Fire Department Local 786. Fire watch assignments shall be rotated by the Chief of the Stamford Fire Department among career employees of the Stamford Fire Department who volunteer for such work during their off-duty hours. The rate of pay for this work shall be one and one-half (1 1/2) times the maximum hourly rate based on the fire fighter's salary range as set forth in the applicable Appendix hereto, multiplied by the actual number of hours of such work by the employee or by four (4) hours, whichever is greater. The pay for this work shall be paid solely by the private person or organization for whom the work is performed, except that if such private person or organization fails to make such payment to the employee within three (3) months of the date on which such work is performed, such employee shall notify the City of same. Within four (4) weeks after the City receives such notification, it shall pay him for this work provided he assigns to the City any claim he may have for payment for such work from such private person or organization. Company strength shall not be reduced to provide fire watch services for any private person or organization.

ARTICLE XXIV **PROBATIONARY PERIOD**

1. To enable the Fire Commission to exercise sound discretion in the filling of positions within the Fire Department, no initial appointment or employment in any position in the Fire Department shall be deemed final and permanent until after the expiration of a period of eighteen months probationary service. At anytime during the probationary period of any employee, the Fire Commission, in its sole discretion and without limitation by Article V hereof, may terminate the employment of any new employee or return any promoted employee to his former position if during this period upon observation and consideration of his performance of duty, they shall deem him unfit for such appointment. Nothing contained herein shall be used to deny any employee of any rights or benefits to which he may be entitled under the pension provisions of the City Charter covering employees of the Fire Department of this agreement.
2. Each newly hired fire fighter shall serve a minimum of twelve (12) weeks training, during which twelve (12) weeks he shall not be counted toward minimum staffing. In addition, eligibility for overtime and to work mutual leaves for these new employees shall commence after the thirty-sixth (36th) week of employment. At anytime during the probationary period the Fire Commission may, in its sole discretion, terminate a probationary fire fighter.
3. Employees must be Connecticut State certified at a minimum of Connecticut Emergency Medical Responder, Connecticut Certified Fire Fighter 1, Connecticut Certified Fire Fighter 2, Haz-Mat Ops & Awareness before they count toward minimum staffing.

ARTICLE XXV **MISCELLANEOUS**

1. Duty watches shall run daily from 6:30 a.m. to 10:00 p.m. in all fire houses, except when official business (other than routine) is being conducted in that fire house. An employee assigned to night watch may retire, but in the event of an alarm, shall remain on watch until all Companies report on duty. In the event the employee on night watch is assigned to a Company, which is assigned to respond on an alarm, he shall respond with his Company and upon returning he shall remain on watch until all Companies report on duty.
2. The Officer-in-Charge shall apportion all work among subordinates as equitable as practicable.
3. No employees shall be required to perform building or construction work customarily performed by journeymen craft workers (as distinguished from routine maintenance work) during the hours when such employee is not engaged in regular duties.
4. The City shall be responsible for the payment of any damages for which any employee is liable and for damages to an employee's own automobile when he/she is involved in an accident while driving his/her own automobile to a multiple alarm fire, or when returning from a multiple alarm fire in his/her own automobile, provided such accident occurs within one (1) hour of the time when he/she is relieved of duty at such multiple alarm fire. The City shall also be responsible for the payment of any damages to an employee's automobile resulting from an accident while he/she is driving such automobile on Fire Department business, provided that such accident was not caused by his/her willful or wanton negligence and further provided that he assign to the City any claim for damages to his/her automobile he/she may have against any other party involved in such accident. Any employee who is injured or killed in any accident referred to in this section shall be considered to have suffered such injury or death in the actual performance of his/her duties.
5. The City shall pay the cost of replacing eye glasses and dentures which are lost, broken or damaged in the line of duty.
6. There shall be a Safety Committee in accordance with the Letter of Intent dated February 15, 1985 and signed by the Chief and the Union.
7. Family and medical leave requests shall be governed by the federal Family and Medical Leave Act (FMLA). The City is not responsible for providing health insurance benefits to employees on leave beyond that required by law. Employees requesting leave under the FMLA must use all accrued paid leave prior to receiving leave without pay. Such leave shall be counted towards leave under the FMLA.
8. Nothing in this Agreement shall prohibit the City from taking steps to comply with the requirements of the Americans with Disabilities Act (ADA).

9. Employees covered by this contract are subject to the City of Stamford Drug and Alcohol Testing Policy attached hereto as Appendix I.

10. All employees shall receive an annual NFPA 1582 compliant physical at no cost to the employee.

11. Any employee hired after July 1, 2016 shall be prohibited from smoking or use of tobacco products. All employees shall be prohibited from smoking or using other tobacco products in city owned buildings, in fire apparatus, vehicles, and on Department property.

ARTICLE XXVI WAGES

The annual wages of employees covered by this agreement shall be as set forth in Appendix I.

- A. Effective and retroactive to July 1, 2011 the pay rates in effect on June 30, 2011 will be increased by one and a half percent (1.5%).
- B. Effective and retroactive to July 1, 2012 the pay rates in effect on June 30, 2012 will be increased by one and three quarter percent (1.75%).
- C. Effective and retroactive to July 1, 2013 the pay rates in effect on June 30, 2013 will be increased by one and three quarter percent (1.75%).
- D. Effective and retroactive to July 1, 2014 the pay rates in effect on June 30, 2014 will be increased by two percent (2.0%).
- E. Effective and retroactive to July 1, 2015 the pay rates in effect on June 30, 2015 will be increased by two percent (2.0%).
- F. Effective and retroactive to July 1, 2016 the pay rates in effect on June 30, 2016 will be increased by two and a half percent (2.5%).
- G. Effective July 1, 2017 the pay rates in effect on June 30, 2017 will be increased by two and a half percent (2.5%).
- H. Effective July 1, 2018 the pay rates in effect on June 30, 2018 will be increased by two and a quarter percent (2.25%).

Retroactive wages will be paid within 60 days of ratification by the Board of Representatives, which occurred on August 8, 2016.

1. All wages shall be paid weekly at a rate arrived by dividing the annual wages referred to in the Appendix by 52. Wages will be paid weekly by mandatory direct deposit with electronic statements instead of paper statements.

2. All employees working the night shift or portion thereof, regular or overtime shall be compensated for all hours worked on such shift at a rate of 10% in excess of their hourly rate at which they are working.

3. All employees working on a Sunday or portion thereof, regular or overtime, shall be compensated for all hours worked on Sunday at a rate of 15% in excess of their hourly rate at which they are working.

4. Each employee, covered by this agreement shall receive for years of service an increase in his annual base salary as follows:

- (a) After 5 years - \$ 500.
- (b) After 10 years - \$ 1,000.
- (c) After 15 years - \$ 1,500.
- (d) After 20 years - \$ 2,000.
- (e) After 25 years - \$ 2,500.
- (f) After 30 years - \$ 3,000.
- (g) After 35 years - \$ 3,500.
- (h) After 40 years - \$ 4,000.
- (i) After 45 years - \$ 4,500.
- (j) After 50 years - \$ 5,000.

Employees hired after July 1, 1997 will have longevity payments capped at thirty-five (35) years.

5. Any employee on special assignment or temporary duty assigned to work a day shift will receive compensation as if he/she was working on rotation in his/her regular group assignment (i.e. night differential, Sunday, holiday pay, etc.).

6. Effective July 1, 1994 the Fire Marshal Division will receive a five (5%) incentive pay above the existing annual salary as set forth in Appendix I.

7. EMT/MRT Compensation. In recognition of the fact that the City has designated the SFD as "First Responders".

- A. Effective July 1, 2016, all new hires will be required to obtain and maintain CT State EMT certification as a condition of probation and as a condition of continued employment. Upon achieving CT State EMT certification, employees hired after July 1, 2016 shall receive a one-time lump sum non-pensionable payment of three thousand dollars (\$3,000), provided that they obtain the certification within one year of their appointment date.

Effective July 1, 2017, all employees shall maintain a minimum certification of EMR.

- B. Effective July 1, 2006, all employees who have a valid EMT certificate (or greater) shall receive a five hundred dollar (\$500) stipend on or about July 1 of each year. Effective 7/1/08 the EMT stipend shall increase to seven hundred and fifty dollars (\$750).
- C. Effective July 1, 2006, all employees who maintain an EMR shall receive a stipend of one hundred sixty-five dollars (\$165).

The City shall provide reasonably timed EMT certification or recertification training. All costs associated with the initial EMT certification and recertification for all employees will be borne entirely by the City of Stamford.

The City will endeavor in good faith to ensure that all employees maintain a minimum certification of EMR for employees hired prior to July 1, 2016, and EMT for all employees hired after July 1, 2016.

- D. Drivers are required to have CDL license from their state of residence, and will be subject to FMCSA DOT random drug testing criteria. The Stamford Fire Department will provide CDL training and required CDL medical card to drivers.
- E. Drivers assigned as of July 1, 2016, shall receive a lump sum non-pensionable stipend of \$750 annually and each July 1 thereafter. Haz-Mat Technicians at Station 2 and Rescue Technicians assigned at Station 5 assigned as of July 1, 2018 will receive an annual lump sum non-pensionable stipend of \$750 effective July 1, 2018 and each July 1 thereafter. (Engine 2, Truck 2, Engine 5, Rescue 1, or successor companies).

8. Merged employees originally hired by the Glenbrook, Belltown, and Turn of River Fire Departments on or before July 1, 1997 shall have their salary "redlined" at their current rate of pay as of July 1, 2007. For the purposes of this Agreement, "redlined" means an employee retains their current salary at its current level and will be ineligible for the July 1, 2008 general wage increase and subsequent general wage increases until the employees in his respective classification, as listed in the Appendices hereof, reach his level of pay. When the general wage increases provide a salary which exceeds the employees frozen "redlined" salary, then the employee's salary shall be adjusted to receive that increase and all subsequent general wage increases.

ARTICLE XXVII INTERRUPTION OF WORK

1. The Union agrees that so long as the City shall abide by this agreement and by any decision of an arbitrator as herein provided for, the Union and members of the Union shall not cause, sanction or take part in any strike whatsoever (whether sit-down, sit-in, sympathetic, general or of any other kind), walkout, picketing (except informational picketing), stoppage of work, retarding of work or any other interference with the operation and maintenance of the Department. The foregoing shall not be deemed in derogation of, but in addition to, any prohibition against strikes provided for by Connecticut General Statutes 7-475, or by any other statute or provision of law.

2. Any violation of the foregoing paragraph shall be cause for disciplinary action, and/or suspension of the use of the Union office.

ARTICLE XXVIII
CITY'S PREROGATIVES

Except as herein provided for, the City shall have the sole and exclusive right to determine all matters affecting the operation of the Department, including but not limited to the right to direct and control the fire fighting force and other employees, the right to hire and make transfers (other than on account of Union activity) for any cause which in the judgment of the Chief or the Fire Commission may affect the efficient operation of the Department, and the City's decision in all such matters shall not be subject to contest or review by the Union or any employee.

ARTICLE XXIX
COLLEGE INCENTIVE PAY

1. There shall be added to the annual base salary for Each employee who holds or subsequently received a PhD or law degree from an accredited college or university sum of Eleven Hundred Dollars (\$1,100.00); there shall be added to the annual base salary for each employee who holds or subsequently receives a Master's Degree from an accredited college or university, sum of Nine Hundred Dollars (\$900.00); for each employee who holds or subsequently receives a Bachelor's Degree from an accredited college or university, of Six Hundred Fifty Dollars (\$650.00) shall be added to his annual base salary; for each employee who has satisfactorily completed ninety (90) course credits at an accredited college or university or who satisfactorily completes same, sum of Four Hundred Fifty Dollars (\$450.00) shall be added to his annual base salary; for each employee who has satisfactorily completed sixty (60) course credits at an accredited college or university or who satisfactorily completes same, of Three Hundred Dollars (\$300.00) shall be added to his annual base salary; and for each employee who has satisfactorily completed thirty (30) course credits at an accredited college or university, or who satisfactorily completes same, of One Hundred Fifty Dollars (\$150.00) shall be added to his annual base salary.

2. An employee shall notify the City upon enrolling in an accredited college program leading to an undergraduate degree. The notification shall be on the appropriate

form and shall be submitted to the Chief. The form is not limited to initial enrollment but may consist of a notification form for each semester and course. The City shall reimburse the employee within ninety (90) days the full cost of tuition, fees, and books for each course in such undergraduate degree program upon the employee showing that the course has been successfully completed with a grade of "C" or better, or in the case of some universities that use a "pass/fail" criteria, a "passing" grade.

3. An employee shall notify the City upon enrolling in an accredited college program leading to an advanced degree. The notification shall be on the appropriate form and shall be submitted and must be previously approved by the Chief. The form is not limited to initial enrollment but may consist of a notification form for each semester or course. The City shall reimburse the employee within ninety (90) days: (1) the full cost of the related textbooks and fees, (2) fifty percent (50%) of the cost of tuition, and (3) fifty percent (50%) of the tuition after two years of the completed date providing that the employee is still in service with the Stamford Fire Department. The employee must show that the course has been successfully completed with a grade of "C" or better, or in the case of some universities that use a "pass/fail" criteria, a "passing" grade.

Authorized Degree Programs:

- a. Fire Related Degree Program or Equivalent.
- b. Public Administration or Equivalent.
- c. Government Affairs.

4. Any employee who attends and successfully completes a fire related course leading to a certificate or college accredited course shall be reimbursed up to three (3) days per year for any time required to attend such classes, if attendance is required during his normally scheduled tour of duty. Prior approval of the Chief with no reasonable request denied shall be required.

5. Effective upon the ratification and execution date of the contract effective July 1, 1999, the City will reimburse employees for tuition and cost of books for State of Connecticut certification courses sponsored by the Commission on Fire Prevention and Control, for course work enrolled in after the execution date of the contract.

ARTICLE XXX
COMMUNICATION'S SUPERVISOR

1. In addition to the staffing provisions in Article VIII, the Stamford Fire Department shall cover the additional positions of Fire Communication Supervisor which shall be the rank of Captain and Fire Communication Shift Supervisor which shall be the rank of Lieutenant. This section shall increase the Department number of Captains by one (1) and the Department number of Lieutenants by four (4).

2. The 911 Communication Center shall have at least one sworn Fire Department officer on all shifts that the Center is in operation. If the Chief of the Fire Department determines that the position of Fire Communication Supervisor or Fire Communication

Shift Supervisor is not required, the personnel assigned to the Center shall be reassigned to line positions. The reassigned personnel shall be assigned at the Chief's discretion but shall in any event increase the minimum officer's position per group by at least one.

3. The position of Fire Communication Supervisor shall be a Captain assigned from the ranks of the sworn officers of the Stamford Fire Department. It shall be the responsibility of the Fire Communication Supervisor to oversee all Fire and E.M.S. operations in the Communication Center. He shall report to the Chief of the Department. In addition, he shall cover one shift as a Fire Communication Shift Supervisor.

4. The position of Fire Communication Shift Supervisor shall be a Lieutenant assigned from the ranks of the sworn officers of the Stamford Fire Department. It shall be the responsibility of the Fire Communication Shift Supervisor to oversee all Fire and E.M.S. operations in the Communication Center while on duty. He shall report to the Fire Communication Supervisor.

5. The personnel assigned to the Communication Center shall be entitled to all benefits, including but not limited to, wages, differential payments, longevity payments, holiday pay, vacation pay, vacation and holiday schedules that any Captain or Lieutenant may be or shall be entitled to receive as set forth in this contract or successor contracts.

6. The following shift shall apply to all personnel while assigned to the Communication Center:

- (a) There shall be a day shift consisting of eight (8) hours commencing at 0700 hours and terminating at 1500 hours.
- (b) There shall be an evening shift consisting of eight (8) hours commencing at 1500 hours and terminating at 2300 hours.
- (c) There shall be a night shift consisting of eight (8) hours commencing at 2300 hours and terminating at 0700 hours.
- (d) The day and evening shift shall rotate between the 2 most senior lieutenants and the captain on an equal basis as follows:
 - Group 9 shall work four (4) 7-3 shifts followed by two (2) days off, followed by four (4) 3-11 shifts, followed by two (2) days off and so on
 - Group 10 shall work four (4) 7-3 shifts followed by two (2) days off, followed by four (4) 3-11 shifts, followed by two (2) days off and so on

- Group 11 shall work four (4) 7-3 shifts followed by two (2) days off, followed by four (4) 3-11 shifts, followed by two (2) days off and so on

A senior Lieutenant may request to be assigned to the overnight (midnight) shift, if there is no request then the shifts shall rotate between the 2 most junior Lieutenant as follows:

- Group 12 shall work three (3) 11-7 shifts followed by three (3) days off followed by three (3) 11-7 shifts and so on
- Group 13 shall work three (3) 11-7 shifts followed by three (3) days off followed by three (3) 11-7 shifts and so on

7. In the event of an open shift that cannot be filled by personnel currently assigned to communications first the open shift shall be filled in the following manner:

- (a) The open shift shall be offered to a sworn officer of the Department who shall have placed his name on a roster, which shall be maintained in the Communication Center. The roster shall indicate the officer's willingness to be called for filling a vacant open shift in the Communication Center. The officer from this list, with the lowest hours, shall be called first.
- (b) In the event that no sworn officer of the Department is available to fill said open shift, the open shift shall be offered to a private on the aforementioned roster with the lowest hours. A private shall be eligible to sign said roster if they are on the current or last existing Civil Service List of candidates for the position of Lieutenant and currently broken in as a fire communications supervisor.
- (c) In the event the open shift cannot be filled by (a) or (b), the on duty Deputy Chief shall have the option of assigning a qualified officer or qualified private who is on the current or last existing Civil Service List of candidates for the position of Lieutenant, on a temporary shift by shift basis. The working group shall not reduce the staffing level that existed prior to filling the vacant shift in the Communication Center.

8. At no time may a fire fighter (except as otherwise provided herein) be used in the Communication Center as a Supervisor or dispatcher during any shift in which the employee is regularly assigned to fire duty in the fire station.

9. The four most junior lieutenants shall be assigned to the communications center until relieved by newly promoted or less senior Lieutenant. At no time may an officer be assigned to the Communication Center for disciplinary reasons. Any senior Lieutenant may request to be assigned to the Communications Center. Such request must be made through the proper chain of command and shall be for a period of months to be

determined mutually by the Chief and the Union President. The Fire Chief will make the final decision on assignments.

Any senior Captain may request to be assigned to the Communication Center as Fire Communication Supervisor. Such request by a senior Captain must be made through the proper chain of command and shall be for a period of months to be determined mutually by the Chief and the Union President. In the event no Captain requests such assignment, the Chief of the Department shall assign a Captain by inverse seniority. The most junior Captain shall be assigned to the Communications Center until he or she is relieved by a newly promoted or less senior Captain. The Fire Chief will make the final decision on assignments.

The rotation of Officers assigned to the Communications Center along with the work schedule may be changed by mutual agreement between the Fire Chief and the Union.

10. In the event that the Communication Center is civilianized by the City, the City will give the Union at least ninety (90) days notice prior to the intended date of implementation. The Union agrees to negotiate the impact of such a decision upon the fire personnel. In the absence of an agreement the issues will be submitted to binding arbitration and a decision rendered prior to any implementation.

ARTICLE XXXI **EXTRA DUTY SHIFTS**

1. When an employee is asked to perform additional duties for the department, by mutual agreement between the employee and the Chief, he can be compensated by extra duty shifts. The number of extra duty shifts granted will be equal to the number of shifts used for the additional duty.

2. The extra duty shifts must be used in the calendar year they are accrued. At the sole discretion of the Chief the time frame for using the shifts can be extended.

ARTICLE XXXII **PROMOTIONS**

1. Fire Lieutenant:

A fire fighter must have obtained the classification of grade-one (1) fire fighter, be at minimum a CT State Certified EMT , and CT Fire Service Instructor I to be eligible to take the Civil Service promotional exam for Lieutenant.

Upon promotion and as a condition of passing probation, an employee promoted to Lieutenant shall obtain State of Connecticut Fire Officer I certification, and shall be detailed to training as necessary to receive such training. The cost of the class shall be at the City's expense.

All Lieutenants promoted prior to April 2016 shall become certified as Fire Officer I, Fire Instructor I, Incident Safety Officer - Suppression, and a minimum of State of CT EMT (EMT must be maintained as a condition of the Promotion to Lieutenant) by October 1, 2017. The cost to attend and obtain these certifications shall be at the City's expense with the employee being compensated at his/her OT rate for attending classes when off-duty.

2. Fire Marshal Division:

- a) A Deputy Fire Marshall must have been in the position for one (1) year to be eligible to take the Civil Service promotional exam for Assistant Fire Marshal.
- b) To be eligible to take the Civil Service promotional exam for Fire Marshal an employee must be an Assistant Fire Marshal or have been a Deputy Fire Marshal for five (5) years.

3. Fire Captain:

An employee must have one (1) year of experience at the rank of Lieutenant in the Stamford Fire Department, be at minimum a CT State Certified EMT , and effective October 1, 2017 Fire Officer I and Fire Service Instructor I, to be eligible to take the Civil Service promotional exam for Fire Captain.

Upon promotion and as a condition of passing probation, an employee promoted to Captain shall obtain State of Connecticut Fire Officer II certification and complete ICS 300, and shall be detailed to training as necessary to receive such training. The cost of the class shall be at the City's expense.

All Captains promoted prior to April 2016 shall become certified as Fire Officer II, Fire Instructor I, Incident Safety Officer - Suppression, ICS 300, and a minimum of State of CT EMT (EMT must also be maintained as a condition of the Promotion to Captain) by July 1, 2018. The cost to attend and obtain these certifications shall be at the City's expense with the employee being compensated at his/her OT rate for attending classes when off-duty.

4. Deputy Fire Chief:

An employee must have two (2) years of experience at the rank of Captain in the Stamford Fire Department and effective July 1, 2018 be a State of CT certified Fire Officer II, Incident Safety Officer - Suppression, and have completed ICS 300 to be eligible to take the Civil Service promotional exam for Deputy Fire Chief.

Within two years of promotion an employee promoted to Deputy Fire Chief shall

obtain State of Connecticut Fire Officer III certification and complete ICS 400, and shall be detailed to training as necessary to receive such training. The cost of the class shall be at the City's expense.

All Deputy Chiefs promoted prior to April 2016 shall become certified as Fire Officer III, Incident Safety Officer - Suppression, and complete ICS 300 & 400 by July 1, 2018. The cost to attend and obtain these certifications shall be at the City's expense with the employee being compensated at his/her OT rate for attending classes when off-duty.

5. The city shall also provide reading lists of all required textbooks and test related material for all promotional exams a minimum of 120 days prior to the exam in question.

ARTICLE XXXIII **GENDER CLAUSE**

Whenever reference is made to any gender or the neuter, the same shall be deemed to apply to all genders and the neuter, unless the context or biological infeasibility clearly requires a contrary interpretation.

ARTICLE XXXIV **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared void or unlawful by any valid judicial, administrative, executive or legislative action, the remainder of this Agreement shall continue in full force and effect. Should a provision be declared void, unlawful, or inappropriate the parties shall meet to discuss the impact.

ARTICLE XXXV **COURT TIME AND JURY LEAVE**

1. **Court Time**: When off-duty, any employee required to appear in court, as a result of the performance of his/her regular duties, shall be paid at the rate of one and one-half (1½) times his regular rate, for all time spent in court.
2. **Jury Duty**: The City agrees to provide all employees of the Fire Department leave from duty with full pay throughout the duration of time required by the Court for the purposes of serving Jury Duty.

Employees of the Fire Department who receive a Jury Summons to appear will be granted leave with full pay for the entire day shift for which the summons is for, provided the employee is scheduled to work their regularly assigned shift on that day. Employees, who experience unforeseen hardships (late departure from court or additional appearance on the following day) as a result of their Jury Service, will have the right to request

additional leave time through the on-duty Deputy Chief. No reasonable request will be denied.

In addition, Employees of the Fire Department who are requested to appear for Jury Duty, will be granted leave from duty with full pay under the following circumstances:

- a. If the employee is required by the court to participate in Jury Duty on a shift in which he/she is off but is scheduled to work the fourteen (14) hour portion of his/her shift the night before, the employee shall be released at 2200 hours the night before he/she serves in Jury Duty and the City shall provide the employee leave with full pay for the remainder of the shift.
- b. If the employee is required by the court to participate in Jury Duty during the ten (10) hour portion of his shift, but is not scheduled to work the fourteen (14) hour shift the night before, he/she shall be granted leave from duty with full pay for both the ten (10) hour portion of his shift and the fourteen (14) hour portion of his/her shift, (the full tour) provided the shifts are consecutive.

ARTICLE XXXVI

INSPECTION PROGRAM FOR SUPPRESSION DIVISION

1. The City shall endeavor to institute a Company Inspection Program for the stated purpose of increasing public safety in single and two family homes through inspection and installation of smoke / CO detectors.
2. Each unit/shift, i.e. Engine 2/Group 3, with the exception of Unit 4, shall conduct a minimum of 80 smoke detector inspections/ installation with related record keeping every fiscal year. The workload for such inspections shall be equitably allocated without regard to "First Due District".
3. The City shall endeavor to institute a Company Preplan Program for the stated purpose of increasing public safety in "Target Hazards" i.e. nursing homes, hospitals, high occupancy residential, etc., through the survey and collection of information in regards to the construction, life hazards, fire hazards and fixed fire protection systems of such structures.

ARTICLE XXXVII

FITNESS FOR DUTY PROGRAM

The parties agree to reopen the Agreement with thirty (30) days written notice on or about July 1, 2017, for the sole purpose of negotiating mandatory Fitness for Duty Standards. Should the parties reach impasse or the membership fail to ratify any agreement reached, the parties shall submit the issue to interest arbitration.

ARTICLE XXXVIII
LABOR MANAGEMENT/HEALTH AND SAFETY COMMITTEE

1. The City and the Union agree that there will be a joint Labor-Management Health and Safety Committee. The Committee shall include representatives from Local 786 and the Fire Department Administration. The purpose of this Committee shall be to provide a forum to discuss items of employee health and safety and labor relations, which are of mutual concern to the participants and to make recommendations for the resolution of same. The Committee shall have the responsibility to review written safety complaints made by uniformed employees of the Fire Department.

2. The Committee shall consist of up to two (2) representatives from the union and up to two (2) representatives from the Fire Department Administration. Meetings will be held on a bi-monthly basis with a specific agenda for discussion to be distributed ten (10) working days prior to the meeting. Special meetings of the Committee may be held in response to a written request by any one of the participants. Agenda items shall concern employee health and safety issues and may include, but not be limited to the following:

- Labor Relation Issues.
- Employee safety rules and procedures.
- Apparatus and equipment safety.
- Employee health and safety education and training.
- Infectious Disease concerns.
- Review of employee health and safety complaints.

3. Recommendations of the Committee shall be made in writing and signed by a representative (s) of each participant. Such recommendations shall be forwarded to the Fire Chief for appropriate actions and/or response. In the event representatives of one or more of the parties cannot agree with a recommendation of the Committee they may submit a report indicating their reasons why they could not agree with the Committee's recommendation which may include an alternative recommendation. Such report and/or recommendation shall be forwarded to the Fire Chief along with the Committee's recommendation. The Fire Chief shall respond in writing to the Committee's recommendations indicating what action (s), if any, are to be taken. If no action is warranted, the Fire Chief shall indicate such is his/her response to the Committee and reasons therefore. In either event, the response from the Fire Chief shall be made within twenty (20) work days from the date the Committee's report is received.

4. Participation on the Committee by representatives of IAFF Local #786 and the City, including any agreements reached on specific recommendation, shall not constitute a waiver of any existing rights a participant may have under their respective collective bargaining agreements, the Municipal Employees Relations Act (MERA), or under law. Any agreements reached by the Committee shall not constitute a modification or amendment to the participants' respective collective bargaining agreement unless specifically agreed to by the parties to each collective bargaining agreement.

5. All representatives from Local 786 who participate on the Labor Management/Health and Safety Committee shall be granted leave with pay to attend all meetings of said Committee. In the event a Committee member is not scheduled to work during the time of a scheduled meeting, the Committee member will be compensated with compensatory leave time for a minimum of four (4) hours or for the amount of time required to attend the meeting in excess of four (4) hours.

ARTICLE XXXIX
DURATION

1. This agreement, except ARTICLE XX and the memoranda of agreement contained in Appendix IV, shall remain in full force and effect to and including June 30, 2019. ARTICLE XX hereof shall remain in full force and effect until terminated by agreement of the parties. The memoranda of agreement in Appendix IV shall not be subject to this Section and may be the subject of negotiation by the parties prior to June 30, 2019. It is understood and agreed that all matters subject to collective bargaining between the parties have been covered herein and that it may not be opened before such date for changes in its terms, or additions or new subject matter.

2. The Union and the City shall mutually exchange in writing, at a date to be mutually determined by the parties (not to exceed the limitations of state statute), their proposals for renewal or modification of this agreement. The parties agree that they will enter negotiations with respect to such renewal or modifications as soon thereafter as practicable, with the objective of completing same as soon as possible.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duty authorized representatives this 1st day of MAY, 2017.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

CITY OF STAMFORD

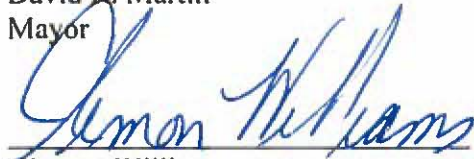
LOCAL #786, I.A.F.F.



David R. Martin
Mayor



Brendan T. Keatley
President



Clemon Williams
Director of Human Resources



David J. Davis
Vice President



Trevor Roach
Chief, Stamford Fire Department

APPENDIX I
International Association of Fire Fighters, Local #786
Wage Schedules

	7/1/2014 Annual 2%	7/1/2014 Hourly 2%	7/1/2015 Annual 2%	7/1/2015 Hourly 2%	7/1/2016 Annual 2.50%	7/1/2016 Hourly 2.50%
F01A						
1ST YR	\$48,428.44	\$22.1742	\$49,397.0112	\$22.6177	\$50,631.9365	\$23.1831
2ND YR	\$55,284.01	\$25.3132	\$56,389.6916	\$25.8195	\$57,799.4339	\$26.4649
3RD YR	\$59,934.78	\$27.4427	\$61,133.4752	\$27.9915	\$62,661.8121	\$28.6913
4TH YR	\$64,586.62	\$29.5726	\$65,878.3521	\$30.1641	\$67,525.3109	\$30.9182
5TH YR	\$69,238.46	\$31.7026	\$70,623.2291	\$32.3366	\$72,388.8098	\$33.1451
Over 5 Yrs	\$74,251.51	\$33.9979	\$75,736.5446	\$34.6779	\$77,629.9582	\$35.5449
Fire Lieutenant	\$84,674.21	\$38.7702	\$86,367.6928	\$39.5456	\$88,526.8851	\$40.5343
Deputy Fire Marshal	\$88,908.03	\$40.7088	\$90,686.1867	\$41.5230	\$92,953.3414	\$42.5611
Fire Captain/Mechanical	\$97,790.47	\$44.7759	\$99,746.2777	\$45.6714	\$102,239.9347	\$46.8132
Training Fire Cap. - Asst Fire Marshal	\$102,680.26	\$47.0148	\$104,733.8649	\$47.9551	\$107,352.2116	\$49.1539
Deputy Fire Chief	\$110,917.45	\$50.7864	\$113,135.7956	\$51.8021	\$115,964.1905	\$53.0972
Training Deputy Fire Chief/Fire Marshal	\$116,463.21	\$53.3256	\$118,792.4761	\$54.3922	\$121,762.2880	\$55.7520

	7/1/2017 Annual 2.50%	7/1/2017 Hourly 2.50%	7/1/2018 Annual 2.25%	7/1/2018 Hourly 2.25%
F01A				
1ST YR	\$51,897.73	\$23,7627	\$53,065.43	\$24,2974
2ND YR	\$59,244.42	\$27,1266	\$60,577.42	\$27,7369
3RD YR	\$64,228.36	\$29,4086	\$65,673.50	\$30,0703
4TH YR	\$69,213.44	\$31,6911	\$70,770.75	\$32,4042
5TH YR	\$74,198.53	\$33,9737	\$75,868.00	\$34,7381
Over 5 Yrs	\$79,570.71	\$36,4335	\$81,361.05	\$37,2532
Fire Lieutenant	\$90,740.06	\$41,5476	\$92,781.71	\$42,4825
Deputy Fire Marshal	\$95,277.17	\$43,6251	\$97,420.91	\$44,6066
Fire Captain/Mechanical	\$104,795.93	\$47,9835	\$107,153.84	\$49,0631
Training Fire Cap. - Asst Fire Marshal	\$110,036.02	\$50,3828	\$112,511.83	\$51,5164
Deputy Fire Chief	\$118,863.30	\$54,4246	\$121,537.72	\$55,6491
Training Deputy Fire Chief/Fire Marshal	\$124,806.35	\$57,1458	\$127,614.49	\$58,4315

APPENDIX II
City of Stamford Drug and Alcohol Policy

I. Policy

The City of Stamford and the Union recognize that illegal use of drugs and abuse of alcohol are a threat to the public welfare and a safe work environment. Moreover, it is understood that illegal drug use and alcohol abuse severely lowers productivity and quality of work performed. Therefore, the City and the Union will take steps necessary to eliminate illegal drug use and alcohol abuse, including but not limited to drug and alcohol testing, education and rehabilitation. As the initial goal of this Drug and Alcohol Policy, and in order to facilitate rehabilitation, the City shall provide assistance towards rehabilitation for any member who seeks such assistance from the City in overcoming an addiction to, dependence on, or problem with drugs and/or alcohol.

II. Definitions

- A. Alcohol or Alcoholic Beverages - Any beverage that has an alcohol content.
- B. Drug - Any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed Drug - Any substance prescribed, for the individual consuming it, by a licensed medical practitioner.
- D. Illegal Drugs - Any drug or controlled substance, the sale or purchase and consumption of which is illegal.
- E. Supervisor - The employee's immediate supervisor.
- F. Employee Assistance Program (EAP) - An employee assistance program provided by the City of Stamford.
- G. Tardiness - Documented late four (4) times to work in one year starting on the date of the first occurrence.
- H. Drug Test - The compulsory production and submission of urine by employee in accordance with policy procedures as herein set forth, for chemical analysis to detect prohibited drug use.
- I. Reasonable Suspicion - The quantity of proof or evidence that is more than a mere hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an individual that would lead the reasonable person to suspect that an individual is or has been using illegal drugs or alcohol while on or off work time. Reasonable suspicion includes, but is not limited to:
 - 1. Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$50,000.00) on-duty; or
 - 2. An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug/alcohol; or
 - 3. A pattern of abnormal conduct or erratic behavior; or
 - 4. An arrest and conviction of a drug related offense; or
 - 5. Information provided by reliable and credible sources that have been independently corroborated.

- J. Medical Review Officer - A licensed physician with knowledge of substance abuse disorders. This officer will be jointly agreed upon by the City and the Union.
- K. Monitor - To oversee in strictest of confidence an employee progress in a rehabilitation program in an effort to determine employees' eligibility for continued employment.

III. **Education and Information**

- A. All employees shall be informed and given a copy of the City's drug and alcohol testing policy. All newly hired employees will be provided with this information. Prior to any testing, the employee will be required to sign the attached consent and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the City, unless such action is motivated by an ordered drug/alcohol test, or there is other misconduct.
- B. All supervisors will be trained on the standards of "reasonable suspicion" and all aspects of this policy, prior to its implementation.

IV. **Prior to Implementation of Policy**

- A. Any employee that feels that he or she has developed an addiction to, dependence upon, or problem with alcohol and/or drugs, legal or illegal, is encouraged to seek assistance. Entrance into the Employee Assistance Program (EAP) can occur by self-referral, recommendation, or referral by supervisor upon the member's request.
- B. Requests for assistance by any of the above will remain confidential between the employee and the employee assistance personnel.
- C. The Medical Review Officer shall be the only member to monitor an individual's progress through the Employee Assistance Program.
- D. Rehabilitation itself is the responsibility of the employee. Every attempt will be made by employees to schedule rehabilitation and counseling during non-working hours.
- E. To be eligible for continuation of employment, the employee must provide through the Employee Assistance Program that he/she is continuously enrolled in a treatment program and actively participating in that program.
- F. Upon successful completion of treatment, and a written statement to that effect to the Department, the member shall be returned to active status without reduction in pay or seniority.

V. **Violations**

A. **Alcoholic Beverages**

1. No alcoholic beverages will be brought into or consumed while on duty.
2. Drinking or being under the influence of alcoholic beverages while on duty may subject the employee to discipline, up to and including termination.
3. Any member whose off-duty use of alcohol leads the City to reasonably suspect that it is resulting in excessive absenteeism or tardiness or inability

to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of, or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.

B. Prescription Drugs

1. Any member under long term use of a prescription drug, which may affect the performance of his/her job duties, shall notify his/her Department Head.
2. No prescription drug shall be brought upon the work premises by any person other than the person for whom the drug is prescribed, by a licensed medical practitioner, and shall be used only in the manner, combination and quantity prescribed.
3. Any employee whose use of prescription drugs results in any violation of the rules and regulations of the City including, but not limited to, excessive absenteeism or tardiness, or inability to perform duties in a satisfactory manner, may be referred to the Employee Assistance Program for rehabilitation in lieu of or in conjunction with disciplinary action being taken. In the event the employee refuses or fails rehabilitation, disciplinary action for the violation committed may be imposed, up to and including termination of employment.
4. No employee shall willfully ingest any prescription drugs in amounts beyond the recommended dosage.

C. Illegal Drugs

1. The use of an illegal drug, or controlled substance, or possession of them on or off-duty is cause for immediate disciplinary action.
2. The sale, trade or delivery of illegal drugs, or controlled substances by an employee to another person, will subject the employee to termination and referral to law enforcement authorities.

VI. Procedures

The procedures relative to employees thought to be using, possessing, or under the influence of alcohol or chemicals while on-duty shall be as follows:

- A. All employees shall report to their places of employment fit and able to perform their required duties and shall not by any improper act render themselves unfit for work.
- B. A supervisor who has reasonable suspicion to believe an employee is under the influence of drugs, alcohol, or chemicals, shall immediately notify the Department Head or the highest authority in the department available and stop the employee from conducting any further work.
- C. Both the immediate supervisor and the Department Head, if available, will interview the employee. After the interview, if both supervisors concur that there is reasonable suspicion that the employee is under the influence of alcohol, drugs, or chemicals, the employee shall be taken to the facility at the time which does a urine analysis, or can have the testing lab send a person qualified to take a urine

- specimen into custody, to the station where the employee is assigned. The employee upon request, shall be entitled to the presence of a Union Representative before testing is administered.
- D. Both supervisors shall document reasons and observations while the cause is still fresh in their minds and the details can be recalled.
 - E. If an employee believes his/her supervisor may be under the influence of drugs, alcohol, or chemicals, he/she shall immediately notify the individual's superior officer in the chain of command. The individual believed to be under the influence shall be governed by the same rules and standards set forth under this policy.
 - F. If the employee is willing to sign the appropriate release form, the lab or urine specimen custodian shall retrieve, in a proper manner and place, the urine specimen and shall perform a drug and alcohol test.
 - G. It should be made clear to the employee before he/she signs the release form that the results will be made available to the Department head and may be used for rehabilitation and/or disciplinary action of the employee.
 - H. If the employee refuses to submit to the test, the test result shall be deemed "positive" and appropriate disciplinary action will be taken.
 - I. The results, if positive, will be forwarded to the Medical Review Officer who shall examine alternate medical explanations for any positive test result. This action could include conducting a medical interview with the individual, review of the individual's medical history, or review of any other relevant biomedical factors. The Medical Review Officer shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication.
 - J. A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientific acceptable preserved manner as established by NIDA. All positive confirmed samples and related paperwork must be retained by the laboratory for at least six (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be destroyed as allowed by law.
 - K. Upon the confirmation of a positive test result, the employee shall be enrolled in a Primary Care Rehabilitation Program. The Director shall be notified. The type of treatment and the length of the program shall be determined jointly by the Director of the Employee Assistance Program (EAP) and the facility providing the care. Any and all costs incurred above and beyond that which is covered by the employee's Insurance policy shall be paid for by the City of Stamford.
 - L. If confirmatory testing results are negative, all samples shall be destroyed and records of the testing expunged from the employee's file, as allowed by law.
 - M. During the rehabilitation period, an employee's position shall be protected, further seniority shall be infringed. This protection shall only be available to employees during rehabilitation periods.
 - N. The primary care program shall make the determination as to the time and program of after-care (out patient care) needed by the patient. The City of Stamford shall incur all expenses after exhaustion of all medical insurance.

- O. Rejection of treatment, or failure to complete all aspects of the program, including attendance to all follow-up maintenance meetings shall subject the employee to termination.

VII. Discipline

After all reviews and split sample testing has occurred, the following shall apply for positive test results:

- A. The first positive test will result in a three (3) shifts unpaid suspension with a mandatory referral to EAP. A treatment program will be developed by the provider. The employee shall be obligated to continue and complete the requirements of the program as a condition of continued employment. The employee shall also be subject to random testing over the next two (2) years, or as required by the rehabilitation program, whichever is longer.
- B. If the employee tests positive for a second time, the employee shall be suspended for five (5) shifts and be re-evaluated by the EAP provider. The employee shall be required to follow the recommended treatment program and be subject to follow-up drug and alcohol testing.
- C. If an employee tests positive for a third time, the employee shall be terminated.
- D. This agreement does not limit the City's ability to impose more severe discipline, up to and including termination, for underlying misconduct beyond the positive drug and alcohol test.
- E. If the employee refuses to take the test or does not show up for the test, it will be considered a positive test for the purpose of this agreement.

VIII. Random Testing

Except as required by statute for employees with a Commercial Drivers License, random or mass testing is prohibited except for members enrolled in active or after-care programs and probationary employees, or allowed by law.

IX. Laboratory

- A. The City shall utilize a NIDA certified lab. For the purposes of determining a positive test under the provisions of this policy, the cutoff levels/values shall be set by NIDA Five Panel Standards.
- B. The City will be required to keep the results confidential and it shall not be released to the general public, unless ordered by the courts.

X. Changes in Testing Procedures

The parties recognize that during the life of this agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In the event, the parties will discuss whether to amend this procedure to include such improvements.

XI. Right of Appeal

The employee has the right to challenge the results of the drug or alcohol test and any discipline imposed.

XII. **Union Hold Harmless**

This drug and alcohol testing program was initiated at the request of the City. The Fire Department assumes sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this collective bargaining agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

The individual members of the Union will be solely responsible for their individual actions.

APPENDIX III
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF STAMFORD
AND
THE STAMFORD PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
LOCAL #786 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

The parties agree that upon the institution of the twenty-four (24) hour shift in accordance with the July 1, 2005-June 30, 2009 collective bargaining Agreement, the following policies and procedures will be implemented:

1. An employee's utilization of incremental accrued paid time off (vacation, holiday, and compensatory time) will be limited to the following time frames:

a. Accrued paid time off may be utilized in four (4) hour increments during the hours of 0800 to 1200 or 1400 to 1800 during the day shift portion of an employee's tour or from 1800 to 2200 during the night shift portion of an employee's tour.

b. Accrued paid time off may be utilized in half-shift increments of 0800 to 1300 or 1300 to 1800 during the day shift portion of the employee's tour or from 1800 to 0100 or 0100 to 0800 during the night shift portion of an employee's tour.

2. No employee shall work more than thirty-eight (38) consecutive hours as the result of overtime or a mutual trade. An employee may work up to an additional fourteen (14) hours either before or after his/her tour (a 10 hour day shift immediately followed by a 14 hour night shift) but must have a minimum of six (6) hours off before returning to work.

3. An employee must notify the Department that he/she is returning from sick leave no later than 2100 hours the night before his/her day shift or by 1200 the day of the night shift portion of his/her tour before he/she can return to work. It is agreed that the employee cannot report, or be ordered to report, before the start of the next shift, except in emergencies.

FOR THE CITY OF STAMFORD

FOR THE IAFF

DATE

EXHIBIT I
HEALTH INSURANCE GRID

BENEFITS SUMMARY DESCRIPTION

The Open Access POS offers you the opportunity to use either Health Net network or non-network health care providers each time you seek medical care, and still receive benefits for covered services.

Open Access POS gives you a powerful new choice. You can work within the Health Net provider network (there are thousands of participating physicians and dozens of hospitals in the Tri-State network) or “opt out” choosing a provider not affiliated with Health Net. Care delivered both within and outside the network is recognized as a managed care benefit. Outside the network, care is subject to deductibles, coinsurance, and claim forms typical of indemnity plans.

Out-of-Network Providers:

Participant deductible, per calendar year\$200.00
Family unit deductible, per calendar year\$400.00

In-Network Co-payment Maximum: All of your in-network co-payments will be applied to the annual in-network co-payment maximum of \$400 per participant or \$800 per family per calendar year exclusive of prescription drug benefit.

Out-of-Network Benefits: When using Out-of-Network benefits Prior Authorization is required for all inpatient admissions and certain outpatient procedures. To obtain Prior Authorization, please contact the Health Net Customer Service Department at 1-800-205-0095. A flat penalty of 50% of the initial \$10,000.00 of covered expenses of the cost of the case per each non-certification occurrence is applicable to Out-of-Network reimbursement when the participant does not complete the Prior Authorization process.

General Exclusions: You are not covered for physical exams for employment, insurance, school, premarital requirements or summer camp (unless substituted for a normal physical exam); prescription drugs and some injectables dispensed by a physician in his or her office; dental services including oral surgery (unless services required as a result of an accident); routine eye exams (no illness or injury diagnosed), eyeglasses, or contact lenses; hearing aids; routine foot care; some transplant procedures; cosmetic or reconstructive surgery, unless medically necessary; custodial services; injury or sickness caused by war or service in the armed forces; services of a person who is a member of your immediate family; services of a person who resides in your home; services of volunteers or persons who do not normally charge for their services; services given by a licensed pastor counselor or member of congregation provided in course of normal duties; weight-reduction programs; marriage counseling; or long-term psychiatric treatment.

Health Net will not duplicate any benefits to which members are entitled under Workers' Compensation, No-Fault, Medicare, or other group health insurance coverage.

The services, exclusions and limitations listed above do not constitute a contract and are a summary only. If you have any questions, please call the Health Net Customer Service Dept. at 1-800-205-0095.

Please Note: For any services listed for which a visit or dollar limit is indicated, In-Network and Out-of-Network Services count collectively toward the limit.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Benefit Cost shares		
	\$10 office visit co-payment \$100 hospital admission co-payment Out-of-pocket maximum: \$400 ind. /\$800 fam.	Deductible: \$200/\$400 Coinsurance: 80% of first \$5,000 Out-of-pocket maximum: \$1,200 ind. /\$2,400 fam.
Out of pocket maximum exclusive of prescription drug benefit charges, excess R&C*, non covered services, and supplies and charges in excess of maximum visits.		
Preventive Care		
Pediatric Well Care, including immunizations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Monthly - birth to 5 months of age Every other month - 6 months to 11 months of age Every 3 months - 12 months to 23 months of age Every 6 months - 24 months to 35 months of age Once per calendar year - age 3 through age 17	
Adult Routine Physical Examinations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Every 3 calendar years - age 18 to 29 Every other calendar year - age 30 to 49 Every calendar year - on or after age 50	
Gynecological Routine Examinations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Once per calendar year In addition - as medically necessary	
Mammographic Services	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Age 35 to 39 - one baseline mammography Age 40 and over-once every calendar year or as medically necessary	
Hearing Examinations	\$10 co-payment	Subject to deductible, coinsurance, and R&C
Medical Services		
Medical Office Visit	\$10 co-payment	Subject to deductible, coinsurance, and R&C
Outpatient - Occupational, Physical and Speech Therapy	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Combined 30 visit maximum per calendar year	

* R&C - Reasonable and Customary Allowance

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Chiropractic Therapy	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	30 visit maximum per calendar year	
Allergy Services	\$10 co-payment Allergy shots including bee venom extract Office visit and allergy shots combined subject to one co-payment	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray and Chemotherapy Services	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Inpatient - Medical Services	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Surgery Fees	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	
Office Surgery	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Prior Authorization required for certain procedures	

Mental Health and Substance Abuse	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital Psychiatric Biologically Based	100% of covered expenses \$100 per admission	Subject to deductible, coinsurance, and R&C
Outpatient Mental Health Biologically Based	\$10 co-payment	Subject to deductible, coinsurance, and R&C
Inpatient Hospital Psychiatric Non-Biologically Based	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
	60 Inpatient day maximum or substitution for 120 partial hospitalization days per calendar year	
Outpatient Mental Health Non-Biologically Based	\$20 co-payment	50% R&C
	30 Outpatient Visits per calendar year	
Inpatient Hospital Substance Abuse and / or Alcoholism	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
Outpatient Substance Abuse and / or Alcoholism	\$10 co-payment	Subject to deductible, coinsurance, and R&C
	Combine inpatient and outpatient maximum of 45 days per calendar year	
Emergency Care		
Emergency Room	\$50 co-payment Waived if admitted	\$50 co-payment Waived if admitted
After Hours Urgent Care Center	\$10 co-payment	\$10 co-payment
Walk-In Center	\$10 co-payment	\$10 co-payment
Ambulance	100% of covered expenses	100% of covered expenses
	When determined medically necessary	

Biologically-based mental illnesses include: Schizoaffective Disorder, Major Depressive Disorder, Bi-Polar Disorder, Paranoia and other Psychotic Disorders, Obsessive-Compulsive Disorder, Panic Disorder, Pervasive Development Disorder, or Autism.

BENEFITS	IN-NETWORK	OUT-OF-NETWORK
Inpatient Hospital		
General/Medical/Surgical/ Maternity (semi-private)/ Intensive Care	100% of covered expenses \$100 co-payment per admission	Subject to deductible, coinsurance, and R&C
	Subject to non-emergency precertification	
Ancillary Services (medication, supplies)	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Outpatient Hospital		
Outpatient - Surgery, Facility Charges	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Diagnostic Lab & X-Ray	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Pre-Admission Testing	100% of covered expenses	Subject to deductible, coinsurance, and R&C
Other Services		
Rehabilitation	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	45 day maximum or substitution for hospitalization	
Skilled Nursing Facility	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	60 day maximum per calendar year	
Hospice	100% of covered expenses	100% of covered expenses
	Individuals with life expectancy of 6 months or less	
Durable Medical Equipment	80% coinsurance	50% coinsurance
	\$10,000 maximum per calendar year	
Prosthetics	100% of covered expenses	Subject to deductible, coinsurance, and R&C
	\$5,000 maximum for prosthetic Calendar year replacement parts maximum \$500	
Home Health Care	Covered 100% of covered expenses with prior approval	Subject to deductible, coinsurance, and R&C
Prescription Drugs	\$5 generic \$10 brand \$5 mail order (90-day supply) No maximum Effective 1/1/08 (30 day supply) \$10 Generic \$20 Preferred Brand \$30 Non-Preferred name brand \$10 mail order (90 day supply)	Emergency pharmacy services Only
Dependent/Student Eligibility	Child to age 19 Child to age 23 if full time student	

**City of Stamford
Fire H.S.A Plan Design**

		HSA CIGNA \$2,000/\$4,000 Deductible 100% Coinsurance After Deductible 65% Employer Funding of Deductible \$5/25/40 Rx After Deductible	
		IN-NETWORK	OUT-OF- NETWORK
<u>FINANCIALS:</u>			
Deductible	-	\$2,000/\$4,000	
Co-insurance		100%	80/20%
Maximum Out of Pocket		\$3,000/\$6,000	
Maximum Lifetime Benefit Per Member		Unlimited	Unlimited
Gatekeeper Network		No	No
<u>PREVENTIVE CARE:</u>			
Well child care (to sched.)	-	No charge	Ded. & Coins.
Periodic, routine health examination (to sched.)		No charge	Ded. & Coins.
Routine OB/GYN visits		No charge	Ded. & Coins.
Mammography (to sched.)		No charge	Ded. & Coins.
Hearing Screening		No charge	Ded. & Coins.
<u>MEDICAL CARE:</u>			
Office Visits (Primary)	-	Subject to Ded.	Ded. & Coins.
Office Visits (Specialist)		Subject to Ded.	Ded. & Coins.
Outpatient Mental Health & Substance Abuse		Subject to Ded.	Ded. & Coins.
Diagnostic lab and x-ray		Subject to Ded.	Ded. & Coins.
High cost imaging (MRI, CAT, PET, etc.)		Subject to Ded.	Ded. & Coins.
Allergy Services - Office Visit and Testing		Subject to Ded.	Ded. & Coins.
Allergy Services - Injections		Subject to Ded.	Ded. & Coins.
<u>HOSPITAL CARE</u>			
Inpatient Hospitalization	-	Subject to Ded.	Ded. & Coins.
Skilled Nursing Facility		Subject to Ded.	Ded. & Coins.
Outpatient Surgery		Subject to Ded.	Ded. & Coins.
<u>EMERGENCY/URGENT CARE</u>			
Emergency Room	-	Subject to Ded.	Same as In-Net.
Urgent Care		Subject to Ded.	Ded. & Coins.
Ambulance		Subject to Ded.	Same as In-Net.
<u>OTHER SERVICES</u>			
Physical, Occupational, Speech & Chiro Copay	-	Subject to Ded.	Ded. & Coins.
Durable Medical Equipment		Subject to Ded.	Ded. & Coins.
Home Health Care		Subject to Ded.	Ded. & Coins.
<u>PRESCRIPTION DRUGS:</u>			
Retail	-	\$5/25/40 After Ded.	Ded. & Coins.
Mail Order		\$10/50/80 After Ded.	Not Covered
Annual Maximum		Unlimited	Unlimited

*This is only an overview of the plan for plan detail please see the summary plan description

~~DEC~~
DEC Trust

8/97 (use 141192)

148623

City of Stamford
[Handwritten signatures]

AGREEMENT AND DECLARATION OF TRUST

This Trust Agreement made as of August 18, 1971,
by and between the City of Stamford, Connecticut and Local 786,
International Association of Fire Fighters, appointed to act
hereunder.

WHEREAS, the City and the Union have heretofore
entered into a collective bargaining agreement on July 1, 1968,
provides for the establishment of a pension trust fund, and
for the payment of contributions to the trust fund by the City
and the employees represented by the Union for the exclusive benef
of the employees.

NOW, THEREFORE, for the purpose of creating a
trust fund to receive contributions and to pay benefits in
accordance with the provisions of Chapter 71 of the City of
Stamford Charter and any modification, amendment, extension or
renewal thereof, the fund and the provisions of Article XX of
said collective bargaining agreement, the City and the Union
and the Trustees agree as follows:

ARTICLE I - DEFINITIONS

Unless the context or subject matter otherwise
requires, the following definitions shall govern in this
Trust Agreement:

Section 1. "Trust Agreement" means this agreement
and Declaration of Trust dated August 18, 1971, establishing
the City of Stamford Firemen's Pension Trust Fund, and any
modification, amendment, extension or renewal thereof.

Section 2. "Trust Fund" means the City of Stamford Firemen's Pension Trust Fund created and established by this Trust Agreement.

Section 3. "City" means the City of Stamford, Connecticut.

Section 4. "Employee" means any person who contributes to this Trust Fund or on whose behalf contributions are made to this Trust Fund, pursuant to the terms and conditions of a collective bargaining agreement entered into between the City and the Union.

Section 5. "Union" means the Local 786, International Association of Fire Fighters.

Section 6. "Trustees" means the Trustees named in this Trust Agreement and any successor Trustees appointed or elected thereafter in accordance with the provisions of this Trust Agreement.

Section 7. "Board of Trustees" or "Board" means the Board of Trustees established by this Trust Agreement as constitutes from time to time.

Section 8. "City Trustees" means the two trustees appointed by the City.

Section 9. "Union Trustees" means the two trustees appointed by the Union.

Section 10. "Impartial Trustee" means the trustee elected by the City Trustees and the Union Trustees or, in the case of a deadlock, the Trustee selected pursuant to the provision of Section 4 of Article IV.

Section 11. "Pension Plan" means the program of pension and related benefits described in Chapter 71 of the City of Stamford Charter and to provisions of Article XX of said collective bargaining agreement and any modification, amendment, extension or renewal thereof.

Section 12. "City Contributions" means money payment to the Trust Fund by the City.

Section 13. "Employee Contributions" means money payments to the Trust Fund by an employee.

ARTICLE II - ESTABLISHMENT OF TRUST FUND

Section 1. Declaration and Establishment. The City and the Union hereby declare and establish a pension trust fund to be known as the "City of Stamford Firemen's Pension Trust Fund", hereinafter as "Trust Fund".

Section 2. Office. The principal office of the Trust Fund shall be in the City of Stamford, Connecticut.

Section 3. Composition. The Trust Fund shall consist of all contributions, City and Employee, investments made and held by the Trustees, income from said investments, and any other money or property received and held by the Trustees to carry out the purposes set forth in this Trust Agreement.

Section 4. Purpose. The Trust Fund shall be used solely for the purpose of providing pension and related benefits to Employees, Retirees, their families, dependants, or beneficiaries who satisfy the eligibility requirements of the

Pension Plan for such pensions and related benefits as determined by the Trustees of the Firemen's Pension fund.

ARTICLE III - PAYMENTS TO TRUST FUND

Section 1. City Contributions. The City shall contribute to the Trust Fund the amounts required by the collective bargaining agreement between the City and the Union, together with any modification, amendment, or supplement, or extension thereto.

Section 2. Employee Contributions. Each employee shall contribute to the Trust Fund the amounts required by the collective bargaining agreement between the City and the Union together with any modification, amendment, or supplement, or extension thereto.

Section 3. Basis for Making Contributions. The detailed basis on which City Contributions and Employee Contributions will be made to the Trust Fund shall be specified in a written agreement between the City and the Union, which agreement shall be filed with the Trustees.

Section 4. Other Payments. The Trust Fund shall be empowered to receive any other money or property, other than City Contributions and Employee Contributions, as from time to time may be paid into the Trust Fund from any source whatsoever.

ARTICLE IV - TRUSTEES

Section 1. Board of Trustees; Membership. The operation and administration of the Trust Fund shall be the joint

responsibility of a Board of Trustees comprised of five Trustees of whom two shall be designated as City Trustees and two shall be designated as Union Trustees and one shall be designated as Impartial Trustee. The City Trustees shall be the Mayor of the City or his designee and the Commissioner of Finance of the City or his designee. The Union Trustees shall be the two Trustees appointed by the Union. The Impartial Trustee shall be the Trustee elected by vote of the aforementioned four trustees except in the case of a deadlock, said Impartial Trustee shall be selected pursuant to the provisions of Section 4 of Article IV.

The five respective trustees originally appointed to implement this Agreement at its inception shall endorse their signatures and consent to act at the end of this Agreement.

Each trustee shall accept his respective appointment in writing.

Section 2. Term of Trustees. Each trustee shall continue to serve for a term of three years unless terminated sooner by death, incapacity, resignation, removal, or ineligibility to serve under law or under the provisions of this Trust Agreement.

The City Trustee who is the Mayor or his designee may be removed at any time by the Mayor by a written resolution to that effect signed by the Mayor and filed with the Trustees.

Termination of the Mayor in his office shall operate as his termination as a City Trustee, at such time as his successor accedes to the office of Mayor.

The City Trustee who is the Commissioner of Finance or his designee may be removed at any time by the Commissioner of Finance by a written resolution to that effect signed by the Commissioner of Finance and filed with the Trustees.

Termination of the Commissioner of Finance in his office shall operate as his termination as a City Trustee, at such time as his successor accedes to the office of Commissioner of Finance.

Either of the two Union Trustees may be removed at any time by the Union by a written resolution to that effect signed by the President of the Union and filed with the Trustees.

Any Trustee who has resigned or been removed as a trustee shall execute all instruments necessary to transfer his duties and powers under this Trust Agreement to his successor.

Section 3. Vacancies. If the term of a trustee is terminated as hereinabove provided, his successor trustee shall be appointed in the manner provided for in Section 1 of this Article. If either the City or the Union fails to ^{appoint} a successor trustee or trustees within 90 days from the date of death, incapacity, resignation, or removal of trustee, the remaining Trustees may appoint a successor trustee or trustees to serve until such time as the party responsible for appointing such trustee appoints the successor trustee, and such temporary successor trustee shall serve in the place of the trustee who he has been appointed to replace.

No vacancy or vacancies in the Board of Trustees shall impair the power of the remaining Trustees to administer

the affairs of the Trust Fund, provided there are sufficient Trustees to constitute a quorum as described in Section 2 of Article VII. Whenever the City of the Union removes or appoints a successor trustee, or whenever a new Impartial Trustee is elected or selected in accordance with Section 4 of Article IV, written notice of such removal or appointment shall be filed with the Trustees.

Section 4. Voting Deadlock. If the number of votes on any matter, including the selection of the Impartial Trustee under Section 4 of Article IV, the matter shall be submitted to an impartial umpire mutually agreed upon by the Trustees. If the Trustees cannot agree on the selection of a person as an impartial umpire, then the impartial umpire shall be selected by the American Arbitration Association in accordance with its rules and procedures. The decision of the impartial umpire shall be final and binding upon the City, the Union, the Trustees, and the Employees, their families, dependants, or beneficiaries. In the event of a disagreement resolved by the impartial umpire, then the sole recourse of any trustee shall be to seek judicial relief in the Superior Court, which judicial relief shall be limited in scope to the question of whether the decision of the impartial umpire was made due to prejudice, bias, bad faith or the like or in conflict with any term of this agreement.

The City Trustees and the Union Trustees may include in such costs and expenses the costs and reasonable fees of one respective attorney incurred in representing them in such proceedings.

Section 5. No Compensation. The Trustees shall not receive any compensation for services rendered as Trustees of the Trust Fund, but may be reimbursed for reasonable and necessary expenditures made in behalf of the Trust Fund.

ARTICLE V - DUTIES AND POWERS OF TRUSTEES

Section 1. Duties. The Trustees shall:

- (a) Effectuate purpose. Effectuate the purpose of the Trust Fund.
- (b) Administer Fund. Administer the Trust Fund.
- (c) Audit. Have an annual audit made of the Trust Fund by a public accountant selected by the Trustees and make available copies of such audit for inspection by interested persons at the principle office of the Trust Fund.
- (d) Bonding. Procure fidelity bonds for the Trustees and in their discretion for such other persons who may be engaged in handling monies of the Trust Fund, in such amounts as may be determined from time to time by the Trustees. The cost of the premium on such bonds shall be paid out of the Trust Fund.
- (e) Books of account. Maintain proper books of account and records of their administration of the Trust Fund.
- (f) Benefit Records. Make available for inspection to each Trustee, the City, the Union, and Employees,

all records of the Trust Fund, including the records of benefit payments, as may be necessary in order to properly effectuate the administration of the Trust Fund.

- (g) Reports. Make available written accounts of their transactions, not less frequently than once every year, in such form as the Trustees deem appropriate, and file same with the City and the Union.

Section 2. Powers. The Trustees are hereby empowered, in addition to such other powers as set forth in this Trust Agreement or conferred by law, to:

- (a) Construe Trust Agreement or Pension Plan.

Construe the provisions of this ~~Trust~~ Agreement, and the terms thereof, and any construction adopted by the Trustees in good faith shall be binding upon the City, the Union and the Employees, Retirees, their families, dependents or beneficiaries and or legal representatives, except when such construction is in conflict with any term of this agreement.

- (b) Rules and Regulations. Formulate, adopt and promulgate any and all rules and regulations necessary or desirable to facilitate the proper administration of the Trust Fund, provided such rules and regulations are not inconsistent with the terms of this Trust Agreement between the City and the Union, together with any modification, amendment, supplement or extension thereto.

- (c) Handle Money. Collect, receive, hold and disburse all money payable to or by the Trust Fund.

- (d) Deposits and Withdrawals. Deposit any money of the Trust Fund in such bank or banks, or savings or loan institutions or institution, selected by the Trustees, provided that withdrawals from such bank or banks, or saving or loan institution or institutions, shall be made or authorized upon the signatures of at least two trustees, one of whom shall be a City Trustee and the other a Union Trustee, or upon the signature of a person designated in writing and duly authorized by the Trustees.
- (e) Payments. Pay out of the Trust Fund sums of money necessary to effectuate the purpose of the Trust Fund and sums necessary to administer the Trust Fund, including costs incurred in establishing the Trust Fund.
- (f) Personnel. Hire and employ such persons as in their discretion the Trustees may find necessary or appropriate in the performance of their duties, including accountants, administrators, consultants, investment counselors, legal counsels and any other experts and/or clerical and other assistants, and to pay or cause to be paid compensation and expenses in connection therewith.
- (g) Property. Lease or purchase real and personal property necessary or desirable for the administration of the Trust Fund and/or the establishment and maintenance of an administrative office.
- (h) Sharing administrative expenses. Provide for the administration, in whole or in part, of the Trust Fund jointly with or in cooperation with other trusts established for the purpose of providing pensions,

retirement, health and welfare or similar or related benefits, in order to reduce the expenses of administration, notwithstanding that some of the trustees may be trustees of such other trusts provided that the City and Union Trustees concur.

- (i) Corporate trustee. Select a bank or banks or trust company or companies or investment counselor, to be designated as corporate trustee, and to negotiate and enter into an agreement or agreements with such bank or banks or trust company or trust companies or investment counselors to provided for the investment and reinvestment of the assets of the Trust Fund, with such other provisions incorporated therein as the Trustees in their sole discretion deem desirable for the proper management of the Trust Fund.
- (j) Investments: Cash balances. Invest and reinvest the assets from time to time comprising the Trust Fund in such property, real, personal, or mixed, of whatever kind and wherever situated, as the Trustees may deem advisable, including, but not by way of limitation, bonds, preferred or common stocks, mortgages, interests in any kind of investment trust or common trust fund, notes, leases or other evidences of rights, interests or obligations, secured or unsecured, all without regard to any law or rule of law respecting diversification of trust investments; and from time to time reserve from investment and keep in the form of cash or cash balances such portion of such assets as the Trustees deem advisable to meet current or anticipated expenses,

or for other purposes; and hold investment in the name of a nominee or unregistered or in such forms as will pass by delivery.

- (k) Dispose of property. Sell, exchange, lease for any term (whether or not such term shall extend beyond the term of the trust hereby created) convey, or otherwise dispose of the whole or any part of or any interest in any property or assets at any time comprising a part of the Trust Fund at such times, for such prices, to such natural or legal person or persons, in such manner, for cash or on credit, and upon such other terms and conditions as the Trustees shall deem advisable.
- (l) Contract. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement, and for the administration of the Trust Fund and such contracts and agreements shall be binding and conclusive on the parties hereto and on the Employees involved.
- (m) Pay Taxes. Pay or provide for the payment of all taxes or assessments levied or assessed against the Trust Fund.
- (n) Execute documents. Authorize any joint group equally composed of at least one City Trustee and one Union Trustee or a person designated by the Trustees for such purpose, to execute any notice or other instrument in writing.
- (o) Delegate duties and powers. Delegate such of the Trustees' duties and powers to the corporate trustee, individual trustee or committee of trustees, or to their accountants, administrators, consultants, investment counselors, legal counsels, and any other experts and/or clerical and other

assistants, as in their discretion the Trustees deem necessary or appropriate.

In addition to the duties and powers hereinabove enumerated, the Trustees may do whatever is necessary to carry out the purposes of the Trust Fund, and their obligations as Trustees, provided such action is not in conflict with any term of this agreement.

ARTICLE VI - LIABILITY

Section 1. Liability to Third Persons. No trustee shall be liable to third persons for the acts or omissions of any agent who has been selected with reasonable care.

Section 2. Liability of Agents. No trustee shall be liable for a breach of the trust resulting from the acts or omissions of any agent who has been selected with reasonable care.

Section 3. Breach of Trust by Other Trustees. No trustee shall be guilty for a breach of trust committed by another trustee unless the former knowingly consented to said breach of trust or permitted its occurrence by willful neglect.

Section 4. Liability of Dissenting Trustee. A trustee voting against a resolution of the board which is adopted by a majority of trustees or otherwise formally dissenting from the actions of the majority of trustees shall not be liable for a breach of trust committed pursuant to such resolution or action of the majority of trustees.

Section 5. Trustee Liability. No trustee shall be liable for any breach of trust; provided however, that nothing herein shall exempt any trustee from liability arising out of his own willful misconduct, bad faith, or gross negligence.

Section 6. Liability and Expenses. The Trust Fund shall reimburse trustees individually and collectively for all liabilities and expenses incurred by Trustees in the performance of their duties, even though the incurring thereof may have been a breach of trust, unless the trustee acted in bad faith or with gross negligence.

Section 7. Legal Counsel. The Trustees or a trustee may secure the advice of legal counsel. The counsel's written opinion approving the legality or validity of the matter under consideration shall be full protection and justification to the Trustees or a trustee for anything suffered, done or admitted to be done in good faith and in accordance with and in reliance upon such opinion.

ARTICLE VII MEETING OF BOARD OF TRUSTEES

Section 1. Chairman. The Trustees shall meet as promptly as possible after the execution of this Trust Agreement and shall elect or select an Impartial Trustee in accordance with Section 1 of Article IV, who shall be Chairman of the Board of Trustees.

Section 2. Quorum. A quorum of the Trustees to transact business shall consist of at least one City Trustee, one Union Trustee, and the Impartial Trustee.

Section 3. Voting. All actions and decisions of the Board of Trustees shall be by majority vote. Each Trustee shall have one vote.

Section 4. Meetings. The Trustees shall determine the time and place of regular meetings, which shall be held at least annually. Special meetings may be held at the call of the Chairman of the Board of Trustees, upon ten days written notice to

the other Trustees, or at any time without such notice if all the trustees consent thereto. The Chairman shall call a meeting within ten days of a written request by both City Trustees or both Union Trustees.

Section 5. Actions by Trustees Without Meeting. Actions may be also taken by the Trustees in writing without a meeting; provided, however, that in such cases there shall be unanimous approval of said actions by all the Trustees.

ARTICLE VIII - AMENDMENT OF TRUST AGREEMENT.

Section 1. Amendment by Trustees. Subject to the limitations hereinabove and hereinafter set forth, the Board of Trustees may amend this trust agreement in any respect from time to time, provided that at least one City Trustee and one Union Trustee vote for such amendment. As to any amendment the Trustees in their sole discretion shall have full power to fix the effective date thereof.

Section 2. Limitation of Right to Amendment. Anything herein to the contrary notwithstanding, no amendment may be adopted which (a) conflicts with a collective bargaining agreement entered into between the City and the Association or changes the obligations of the City or the Employees existing thereunder to contribute to the Trust Fund created hereunder, or (b) conflicts with any applicable law or government regulation governing trust funds of this nature, or (c) causes the use or diversion of any part of the Trust Fund for purposes other than those authorized by Article II

Section 3. Notification of Amendment. Whenever an amendment is adopted in accordance with this Article, a written copy thereof shall be distributed to all Trustees, and the Trustees shall notify all necessary parties and shall execute any instruments

necessary in connection therewith.

ARTICLE IX - TERMINATION OF TRUST FUND

Section 1. By Trustees. This Trust Agreement will be terminated by an instrument in writing executed by all Trustees when there is no longer any Trust Agreement obligations to be discharged hereynder. The termination of City contributions or Employee contributions shall not by itself terminate this Trust Fund, which shall continue for a period of time sufficient to wind up the affairs of the Trust Fund.

Section 2. Mutual Termination. This Trust Agreement may be terminated at any time by an agreement in writing between the City and the Union, provided that such agreement must be approved by a majority of the Employees.

Section 3. Disbursement of Remaining Assets. Any and all assets remaining in the Trust Fund after the termination of this Trust Agreement, and any assets disbrused as a result of merger, consolidation, amalgamation, or affiliation, shall be used solely for the purposes set forth in Article II and for expenses of administration incident thereto.

Section 4. Merger With Other Pension Fund. It is recognized that at some time or times in the future, the Trustees may deem it the best interest of the employees that the Trust Fund be merged, consolidated, amalgamated, or joined in some other manner with other pension trust funds covering other employees, or that the Trust Fund accept funds from other pension trust funds in connection with a merger, consolidation, or amalgamation. The Trustees may investigate and evaluate and negotiate any such merger, consolidation, or amalgamation and enter into an agreement to consummate the same, provided that such action is approved by Trustees and a majority of the Employees.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 1. Vested Rights. Neither the City, nor any Employee, retiree, nor any member of the Union, nor any person claiming by, through or under any of them, shall have any right, title or interest in or to the Trust Fund or any part thereof, excepting the right of Employees, their families, dependants, or beneficiaries who satisfy the eligibility requirements of the Pension Plan to receive benefits thereunder.

Section. 2 Erroneous Contributions. In no event shall the City, directly or indirectly, receive any refund of contributions made by it to the Trust Fund, nor directly or indirectly participate in the disposition of the Trust Fund or receive any benefits from the Trust Fund. In case of a bona fide mistake, the City shall be entitled to apply any erroneous overpayments against amounts subsequently payable to the Trust Fund, or to receive a refund only if no subsequent contributions to the Trust Fund are required.

Section 3. Disputed Payments. In the event any question or dispute shall arise as to the proper person or persons to whom any payment shall be made hereunder, the Trustees may direct that such payment be withheld until the adjudication of such question.

Section 4. Encumbrance of Benefits. No monies, property or equity of any nature whatsoever in the Trust Fund, or policies or benefits therefrom, shall be subject in any manner by the City, the union, or any employee, his family, dependents, or beneficiaries, or person claiming by, through, or under any of them to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any

attempt to cause the same to be subject thereto shall be null and void.

Section 5. Situs. All questions pertaining to the validity, construction, and administration of this Trust Agreement shall be determined in accordance with the laws of the State of Connecticut.

Section 6. Severability. Should any provision in this Trust Agreement or rules and regulations adopted hereunder or in any collective bargaining agreement be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the provisions herein and therein contained unless such illegality shall make impossible or impractical the functioning of the Trust Fund, and in such case the appropriate parties shall immediately adopt a new Provision to take the place of the illegal or invalid provision.

CONFIDENTIAL
MAY 1962
GARY

IN WITNESS WHEREOF, the parties have hereunto set
their hands and seals the day above first written.

THE CITY OF STAMFORD

Approved as to Form
Cooperation Counsel

By JK

Date 3/18/71

By Julius M. Wilensky
JULIUS M. WILENSKY,
ITS MAYOR

LOCAL 786,
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS

By Arthur J. Leary
ARTHUR J. LEARY
ITS PRESIDENT

**EXHIBIT 6C
PLAN DOCUMENT**

CITY OF STAMFORD
FIREFIGHTERS' PENSION TRUST FUND

Section 1:

There shall be a fund to be known as the "FIREFIGHTERS' PENSION TRUST FUND" (the "Fund") for the benefit of the following employees of the City of Stamford:

(a) All employees of the City of Stamford who are members of Local 786 of the International Association of Firefighters (the "Union"), provided that they pay to the Fund the amount of the required employee contributions; and

(b) All supernumerary members of the City of Stamford Fire and Rescue Department who are members of the Union, provided that they pay to the Fund the amount of employee contributions which they would have been required to pay to the Fund if they had been regular members of the City of Stamford Fire and Rescue Department.

All employees who satisfy the requirements of this Section 1 are referred to herein as "Eligible Employees".

Members of the volunteer fire departments of the City of Stamford who are not employees of the City of Stamford are not eligible to participate in the Fund.

Section 2:

The Fund shall consist of monies received from the following sources:

(a) All contributions made to the Fund by the City of Stamford and by the Eligible Employees in accordance with the provisions of Section 7 of the Fund;

(b) The income from all property and money belonging to the Fund;

(c) All devises, bequests or gifts made for the benefit of disabled firefighters and all gifts to the City of Stamford Fire and Rescue Department on account of service rendered;

(d) All lost, abandoned, unclaimed or stolen money in the charge of the City of Stamford Fire and Rescue Department, and all monies arising from the sale of lost, abandoned, unclaimed or stolen property in charge of such department, now or at any time hereafter made available for this purpose by the laws of the State of Connecticut;

(e) All rewards, fees, gifts, testimonials and emoluments that may be presented to the City of Stamford Fire and Rescue Department, or to any member thereof on account of special services, except such as shall be allowed by the chief of the department to be retained by a member;

(f) All monies collected from the members of the City of Stamford Fire and Rescue Department by fines or forfeitures of pay, and all money deducted or withheld from the pay of members of the City of Stamford Fire and Rescue Department on account of lost time or for breach of the rules of the department; and

(g) Such sums appropriated from time to time to the Fund upon the recommendation of the chief of the City of Stamford Fire and Rescue Department.

Section 3:

The Fund will be managed by a Board of Trustees consisting of five trustees. Two of the trustees will be designated by the Mayor of the City of Stamford, two of the trustees will be designated by the president of the Union, and the fifth trustee will be designated by the other four trustees.

Section 4:

All monies belonging to the Fund shall be deposited in a trust fund under the direction, management, and control of the Board of Trustees. All orders on the Fund shall be signed by the secretary of the Board of Trustees and countersigned by the chairman of the Board of Trustees.

The Board of Trustees, by a majority vote, shall from time to time appropriate and cause to be paid from the Fund to the beneficiaries of the Fund such sums as may be needed for the purpose of paying the pensions herein provided for.

All actuarial and related administrative expenses of the Fund will be paid by the Fund.

Section 5:

For purposes of the Fund, years of service shall mean an Eligible Employee's service as a member of the City of Stamford Fire and Rescue Department from the date on which the Eligible Employee first makes a contribution to the Fund.

If an Eligible Employee is on paid sick leave, years of service will include the entire period of such sick leave. Any period of unpaid sick leave will not count as years of service for purposes of the Fund.

Years of service shall include the period of time during which an Eligible Employee is receiving periodic payments from the City of Stamford as workers' compensation benefits.

If an Eligible Employee is a supernumerary member of the City of Stamford Fire and Rescue Department, years of service will include the period of such service as a supernumerary if the Eligible Employee pays to the Fund the amount of employee contributions which he or she would have been required to pay to the Fund and the amount of "pick-up" contributions which would have been made by the City of Stamford on behalf of the Eligible Employee if the Eligible Employee had been a regular member of the City of Stamford Fire and Rescue Department.

If an Eligible Employee was in the armed forces, service will include such period of military service up to a maximum of two years, even if the Eligible Employee was not employed by the City of Stamford at the time such military service began. However, the Eligible Employee must pay to the Fund for each such year of service, up to a maximum of two years, an amount equal to 5% of his or her compensation earned during the first year of his or her employment following such military service. The Eligible Employee must make such payment within one year of his or her employment. In addition, to receive credit for such service, the Eligible Employee either must complete at least 20 years of service (excluding the period of such military service) or must retire due to a disability incurred while on duty with the City of Stamford Fire and Rescue Department.

Section 6:

For purposes of the Fund, compensation shall mean an Eligible Employee's rate of base salary, including longevity pay added to the Eligible Employee's rate of base salary based on his or her years of service and college incentive pay added to the Eligible Employee's rate of base salary based on his or her post-secondary educational achievements, but excluding any overtime pay, bonuses and other forms of additional compensation.

Effective as of July 1, 1997, compensation shall also be increased by the following amounts for each Eligible Employee who is entitled to receive Sunday or nighttime differential pay (without regard to the actual amount of such pay):

Firefighter	\$3,500
Lieutenant, Deputy Fire Marshall, Assistant Mechanical Supervisor	3,600
Captain, Assistant Fire Marshall, Mechanical Supervisor	3,700
Deputy Chief, Training Officer Supervisor of Fire Prevention	3,800

Any periodic payments made by the City of Stamford as paid sick leave or as workers' compensation benefits shall be deemed to be a payment of compensation for purposes of the Fund.

The compensation of an Eligible Employee taken into account under the Fund shall not exceed \$150,000, as adjusted under Section 401(a)(17) of the Internal Revenue Code of 1986, as amended (the "Code") for the calendar year in which the adjustment is effective and for each subsequent calendar year.

Section 7:

Contributions to the Fund consist of the following: (a) an employee assessment equal to 7.5% of each Eligible Employee's compensation (or any other rate established by the collective bargaining agreement between the City of Stamford and the Union); plus (b) an employer assessment equal to the greater of (1) 4% of each Eligible Employee's compensation, or (2) the excess of the amount actuarially required to meet the funding obligation for the Fund over the total amount of employee assessments (subject to the requirements of the collective bargaining agreement between the City of Stamford and the Union). However, the minimum employer assessment of 4% shall be increased to 5.25% for the period on and after July 1, 1999 and prior to June 30, 2000, and shall be increased to 7.5% for the period on and after July 1, 2000.

If an Eligible Employee has completed 32 years of service, the Eligible Employee is not required to make any additional employee contributions to the Fund.

Effective as of the date on which the last governmental action needed to adopt this amendment and restatement of the Fund has occurred, the City of Stamford will "pick-up" all employee contributions required by this Section 7, as permitted by Section

414(h)(2) of the Code. Such contributions will be treated as employer contributions for Federal income tax purposes and will not be included in the current income of employees. The City of Stamford will pay the contributions otherwise required to be made by each Eligible Employee in lieu of having the contributions paid by such Eligible Employees, and the Eligible Employees do not have the option of receiving the contributed amounts directly in cash instead of having them paid to the Fund by the City of Stamford.

Section 8:

An Eligible Employee who was hired on or after January 1, 1981, who completes at least 20 years of service, and who has reached age 48 is entitled to receive a normal pension benefit from the Fund. An Eligible Employee who was hired prior to January 1, 1981 and who has completed at least 20 years of service is entitled to receive a normal pension benefit from the Fund.

The normal pension benefit of an Eligible Employee will be paid monthly for the life of the Eligible Employee in an amount equal to 1/12th of the following percentage of the Eligible Employee's compensation determined as of the date of his or her retirement:

<u>Number of Years of Service</u>	<u>Percentage</u>
20	50%
21	52%
22	54%
23	56%
24	58%
25	60%
26	62%
27	64%
28	66%
29	68%
30	70%
31	72%
32 or more	74%

Section 9:

(a) An Eligible Employee who completes 20 years of service and who becomes permanently disabled, either mentally or physically, so as to be unfit for service shall be entitled to receive a disability pension benefit, but only if such disability

shall be due either to the natural infirmities of old age, to ailment, or to injury received or exposure endured in the performance of his or her duties. The disability pension benefit will be paid monthly for the life of the Eligible Employee in an amount equal to the greater of: (a) 1/12th of 50% of the Eligible Employee's compensation determined as of the date of the Eligible Employee's disability; or (b) the retirement benefit which the Eligible Employee would have received if he or she had retired with a normal or vested pension benefit. The Board of Trustees will determine in its sole discretion if an Eligible Employee is permanently disabled, based upon the recommendation of one or more medical physicians selected by the Board of Trustees.

(b) Notwithstanding the provisions of Section 9(a):

(i) An Eligible Employee shall be entitled to a disability pension benefit payable monthly for the life of the Eligible Employee in an amount equal to 1/12th of 100% of his or her compensation determined as of the date of the Eligible Employee's disability if, due to an injury received or exposure endured in the performance of his or her duties and without personal fault or misconduct, the Eligible Employee has a permanent/partial disability of 50% or more or a combined permanent/partial disability of 50% or more (including a mental disability) and the Eligible Employee is unable to be gainfully employed as a result of the disability; and

(ii) An Eligible Employee shall be entitled to a disability pension benefit payable monthly for the life of the Eligible Employee in an amount equal to 1/12th of 75% of his or her compensation determined as of the date of the Eligible Employee's disability if, due to an injury received or exposure endured in the performance of his or her duties and without personal fault or misconduct, the Eligible Employee has a permanent/partial disability of 30% or more or a combined permanent/partial disability of 30% or more (including a mental disability) and the Eligible Employee is unable to meet the physical or mental requirements of an entry level firefighter.

For purposes of this Section 9(b), the Board of Trustees will determine in its sole discretion the degree of an Eligible Employee's disability, if the Eligible Employee is unable to be gainfully employed as a result of his or her disability, and whether the Eligible Employee is unable to meet the physical or mental requirements of an entry level firefighter, based upon the recommendation of one or more medical physicians selected by the Board of Trustees.

(c) If an Eligible Employee is entitled to a disability pension benefit under either Section 9(a) or Section 9(b) above due to an injury received or exposure endured in the performance of his or her duties, and if the Eligible Employee was acting in a higher capacity at the time of such injury, then the amount of the disability pension payable to the Eligible Employee will be based on the compensation which the Eligible Employee would have received if he or she had actually been employed in such higher capacity.

(d) If an Eligible Employee becomes permanently disqualified from performing the duties of a firefighter of his or her grade due to age, physical disability incurred in the discharge of perilous duty, or long and faithful service, the Board of Trustees shall designate such Eligible Employee as a member of the Veteran Reserve. A member of the Veteran Reserve shall receive a monthly disability pension benefit equal to the greater of: (i) 1/12th of 50% of his or her compensation determined as of the date on which the Eligible Employee was transferred to the Veteran Reserve; or (ii) the retirement benefit which the Eligible Employee would have received if he or she had retired with a normal or vested pension benefit. The Board of Trustees will determine in its sole discretion if an Eligible Employee is permanently disqualified from performing the duties of a firefighter of his or her grade, based on the recommendation of one or more medical physicians selected by the Board of Trustees.

(e) Notwithstanding anything herein to the contrary, a disability pension benefit is payable only while the Eligible Employee remains disabled. Not more frequently than annually, the Board of Trustees may require an Eligible Employee who is receiving a disability pension benefit to undergo a medical examination by one or more medical physicians selected by the Board of Trustees in order to determine if the Eligible Employee is permanently disabled for purposes of Section 9(a), is unable to be gainfully employed for purposes of Section 9(b)(i), is unable to meet the physical or mental requirements of an entry level firefighter for purposes of Section 9(b)(ii), or is permanently disqualified from performing the duties of a firefighter of his or her grade for purposes of Section 9(d). If the Eligible Employee refuses to undergo such an examination, his or her disability pension benefit will be discontinued. If the Board of Trustees determines in its sole discretion, taking into account the recommendation of such physician or physicians based upon such examination, that the Eligible Employee is no longer permanently disabled for purposes of Section 9(a), is able to be gainfully employed for purposes of Section 9(b)(i), is able to

meet the physical or mental requirements of an entry level firefighter for purposes of Section 9(b)(ii), or is not permanently disqualified from performing the duties of a firefighter of his or her grade for purposes of Section 9(d), then his or her disability pension benefit under such section will be terminated. The Eligible Employee may, however, be entitled to receive a disability pension benefit under another section of this Section 9 if he or she meets the requirements for such a pension.

(f) Except to the extent required by law, there will be a rebuttable presumption that any condition of health caused by respiratory disease, heart disease, hypertension or cancer that results in total or partial disability to an Eligible Employee will be presumed to have been suffered in the actual performance of his or her duties; provided, however, that the amount of any disability benefits shall be determined by reference to the provisions of Section 9(a) or Section 9(b) without regard to the provisions of Section 9(c).

Section 10:

(a) If an Eligible Employee has not performed at least 15 years of service and has not reached age 65, and if the Eligible Employee terminates employment other than due to disability or death, the Eligible Employee will be entitled to receive the amount of the employee assessments which he or she paid to the Fund and the amount of any "pick-up" contributions made by the City of Stamford on behalf of the Eligible Employee, together with interest. Interest will be calculated on the basis of the following interest rates: (i) for the period prior to July 1, 1997, 6% compounded annually as of each July 1; and (ii) for the period on and after July 1, 1997, the "applicable interest rate" described in Section 417(e)(3)(A)(ii) of the Code, compounded annually and determined as of each July 1.

(b) If an Eligible Employee has performed at least 15 years of service or has reached age 65, but the Eligible Employee terminates employment prior to becoming eligible for a normal pension benefit and other than due to disability or death, then the Eligible Employee will receive a vested pension benefit. The vested pension benefit will be paid monthly for the life of the Eligible Employee in an amount equal to 1/12th of 2.5% of his or her compensation determined as of the date of his or her termination of employment multiplied by the number of his or her years of service, plus 1/12th of 2% of his or her compensation determined as of the date of his or her termination of employment multiplied by the number of his or her years of service in excess

of 20 but not in excess of 32. The vested pension benefit will begin on the earlier of: (i) the date on which the Eligible Employee would have been eligible to commence to receive a normal pension benefit; or (ii) the later of the date on which the employee reaches age 65 or terminates employment.

Section 11:

(a) If an Eligible Employee dies before beginning to receive a normal pension benefit, a disability pension benefit or a vested pension benefit, the following provisions shall apply:

(i) If an Eligible Employee dies before completing 10 years of service and other than in the actual performance of his or her duties, the amount of the employee assessments which he or she contributed to the Fund and the amount of any "pick-up" contributions made by the City of Stamford on behalf of the Eligible Employee (plus interest) will be paid to his or her beneficiary. Interest will be calculated on the basis of the following interest rates: (A) for the period prior to July 1, 1997, 6% compounded annually as of each July 1; and (B) for the period on and after July 1, 1997, the "applicable interest rate" described in Section 417(e)(3)(A)(ii) of the Code, compounded annually and determined as of each July 1. For this purpose, an Eligible Employee's beneficiary means his or her surviving spouse, children, parents, siblings or estate, in that order.

(ii) If an Eligible Employee dies after completing 10 or more years of service or in the actual performance of his or her duties, the Fund will pay a monthly death benefit equal to the greater of: (A) 100% of the normal pension benefit or vested pension benefit which the Eligible Employee would have been eligible to receive if he or she had terminated employment immediately prior to his or her death; or (B) 1/12th of 50% of the Eligible Employee's compensation determined as of the date of his or her termination of employment or death (whichever is earlier). The death benefit will be paid to the Eligible Employee's surviving spouse until the spouse's death or remarriage, and thereafter to the Eligible Employee's dependent children for the dependency period. If the Eligible Employee shall die without leaving a surviving spouse, the death benefit will be paid to the Eligible Employee's dependent children for the dependency period. If the Eligible Employee dies without leaving a surviving spouse or dependent children, the death benefit will be paid for the dependency period to any other person who was a dependent of the Eligible Employee at the time of the Eligible Employee's death.

For purposes of this Section 11(a)(ii): (A) dependent shall mean a person who qualifies as a dependent of the Eligible Employee under Section 152(a) of the Code; and (B) dependency period shall mean the period of time during which the Eligible Employee could have claimed the person as a dependent under Section 152 of the Code if the Eligible Employee had survived and any benefits payable to the person on account of the death of the Eligible Employee were treated as support provided by the Eligible Employee.

(iii) If any death benefits are payable with respect to an Eligible Employee below the rank of captain, and if the Eligible Employee is killed in the actual performance of his or her duties, the amount of such death benefits shall be based on the maximum compensation payable to a captain (without regard to longevity pay or college incentive pay).

If any death benefits are payable with respect to an Eligible Employee who is a captain or who is receiving compensation equal to or greater than an Eligible Employee of the rank of captain but less than deputy chief, and if the Eligible Employee is killed in the actual performance of his or her duties, the amount of such death benefits shall be based on the maximum compensation payable to a deputy chief (without regard to longevity pay or college incentive pay).

If any death benefits are payable with respect to an Eligible Employee who is a deputy chief or who is receiving compensation equal to or greater than an Eligible Employee of the rank of deputy chief, and if the Eligible Employee is killed in the actual performance of his or her duties, the amount of such death benefits shall be based on 130% of the maximum compensation payable to a deputy chief (without regard to longevity pay or college incentive pay).

(iv) Except to the extent required by law, there will be a rebuttable presumption that any condition of health caused by respiratory disease, heart disease, hypertension or cancer that results in death to an Eligible Employee will be presumed to have been suffered in the actual performance of his or her duties; provided, however, that the amount of any survivor benefits shall be determined by reference to the provisions of Section 11(a)(ii) without regard to the provisions of Section 11(a)(iii).

(b) If an Eligible Employee dies after beginning to receive a normal pension benefit, a disability pension benefit or a vested pension benefit, 100% of the benefit payable to the

Eligible Employee during his or her lifetime shall continue to be paid to the Eligible Employee's surviving spouse until the spouse's death or remarriage, and thereafter to the Eligible Employee's dependent children for the dependency period. If the Eligible Employee shall die without leaving a surviving spouse, the death benefit will be paid to the Eligible Employee's dependent children for the dependency period. If the Eligible Employee dies without leaving a surviving spouse or dependent children, the death benefit will be paid for the dependency period to any other person who was a dependent of the Eligible Employee at the time of the Eligible Employee's death.

For purposes of this Section 11(b): (A) dependent shall mean a person who qualifies as a dependent of the Eligible Employee under Section 152(a) of the Code; and (B) dependency period shall mean the period of time during which the Eligible Employee could have claimed the person as a dependent under Section 152 of the Code if the Eligible Employee had survived and any benefits payable to the person on account of the death of the Eligible Employee were treated as support provided by the Eligible Employee.

Section 12:

A retired Eligible Employee may be rehired and restored as a regular member of the City of Stamford Fire and Rescue Department.

If a retired Eligible Employee is rehired and restored as a regular member of the City of Stamford Fire and Rescue Department, the Board of Trustees shall suspend his or her retirement benefits during the period of such rehire. When the Eligible Employee again retires, his or her benefit will be based on his or her compensation and years of service at the time of such subsequent termination of employment; provided, however, that in no event may the Eligible Employee's retirement benefits be less than the benefits he or she was receiving at the time of the Eligible Employee's prior termination of employment.

Section 13:

The following provisions apply to certain retired Eligible Employees:

(a) Effective July 1, 1970: (i) the pension benefit payable to each Eligible Employee who retired prior to July 1, 1965 shall be increased by 10%; (ii) the pension benefit payable to each Eligible Employee who retired on or after July 1, 1965 and prior

to July 1, 1970 shall be increased by 5%, provided that such retiree shall certify to the Board of Trustees that he has not been employed by any employer other than the City of Stamford Fire and Rescue Department during the fiscal year in which he or she would otherwise be entitled to this increased benefit and that he or she is not receiving Social Security benefits; (iii) the death benefit payable to the survivors of each Eligible Employee who died prior to July 1, 1955, or to the survivors of any deceased Eligible Employee who retired prior to July 1, 1955 shall be increased by 15%; (iv) the death benefit payable to the survivors of each Eligible Employee who died on or after July 1, 1955 but prior to July 1, 1960, or to the survivors of any deceased Eligible Employee who retired on or after July 1, 1955 but prior to July 1, 1960 shall be increased by 10%; and (v) the death benefit payable to the survivors of each Eligible Employee who died on or after July 1, 1960 but prior to July 1, 1965, or to the survivors of any deceased Eligible Employee who retired on or after July 1, 1960 but prior to July 1, 1965 shall be increased by 5%.

(b) Effective July 1, 1972: (i) the pension benefit payable to each Eligible Employee who retired prior to July 1, 1965 (or to his or her survivor) shall be increased by 4%; and (ii) the pension benefit payable to each Eligible Employee who retired on or after July 1, 1965 and prior to July 1, 1967 (or to his or her survivor) shall be increased by 2%.

(c) Effective 30 days after the Board of Representatives of the City of Stamford approved the 1976 contract between the City of Stamford Fire and Rescue Department and the Union: (i) the pension benefit payable to each Eligible Employee who retired prior to July 1, 1965 (or to his or her survivor) shall be increased by 10%; and (ii) the pension benefit payable to each Eligible Employee who retired on or after July 1, 1965 and prior to July 1, 1969 (or to his or her survivor) shall be increased by 7%.

(d) Effective July 1, 1990: (i) the annual pension benefit payable to each Eligible Employee who retired prior to July 1, 1960 (or to his or her survivor) shall be increased by \$1,000; (ii) the annual pension benefit payable to each Eligible Employee who retired on or after July 1, 1960 and prior to July 1, 1970 (or to his or her survivor) shall be increased by \$750; (iii) the annual pension benefit payable to each Eligible Employee who retired on or after July 1, 1970 and prior to July 1, 1980 (or to his or her survivor) shall be increased by \$500; and (iv) the annual pension benefit payable to each Eligible Employee who

retired on or after July 1, 1980 and prior to July 1, 1985 (or to his or her survivor) shall be increased by \$250.

(e) Effective July 1, 1994, all active Eligible Employees who thereafter retire shall be eligible to receive the following benefits:

(i) An adjustment, based upon the Fund's Average Annual Return, in the pension benefits payable to each such Eligible Employee who has reached age 62 and who has received or has been credited with at least twelve monthly pension payments prior to July 1, 1997. The adjustment will commence January 1, 1998, retroactive to July 1, 1997.

(ii) Thereafter, on January 1 of each third year (the "Effective Date") retroactive to the prior July 1, the pension benefit payable to each such Eligible Employee who has attained age 62 and who has received or has been credited with at least twelve monthly pension payments prior to said July 1 of each third year shall be adjusted.

(iii) The adjustment shall be based upon the Fund's Average Annual Return for the 36 month period ending on the July 1 which is six months prior to the Effective Date of the adjustment. The Average Annual Return shall be determined by the Board of Trustees using the dollar weighted rate of return methodology. The Average Annual Return shall be determined as the geometric average of the annual return for each of the three years.

(iv) An adjustment account will be established as of July 1, 1994 with a zero balance. Beginning July 1, 1997 and on July 1 of each third year thereafter, the adjustment account balance will be redetermined as follows:

(A) The adjustment account balance will equal the adjustment account balance as of the July 1 three years prior, plus Item (B)(1)(c) less Item (B)(2)(c) plus Item (C) minus Item (D).

(B) The adjustment account will be credited or debited for investment performance as follows:

(1) If the Average Annual Return is greater than 10%, the adjustment account will be credited as follows:

(a) Subtract 10% from the Average Annual Return;

(b) Multiply the result in Item (a) by 50%.

(c) Multiply the result in Item (b) by the pension benefit obligation for each such Eligible Employee receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

(2) If the Average Annual Return is less than 6%, the adjustment account will be debited as follows:

(a) Subtract the Average Annual Return from 6%;

(b) Multiply the result in Item (a) by 50%.

(c) Multiply the result in Item (b) by the pension benefit obligation for each such Eligible Employee receiving or who is credited with monthly pension payments as of the July 1 six months prior to the Effective Date.

(3) If the Average Annual Return is greater than or equal to 6% but less than or equal to 10%, no credit or debit will be made to the adjustment account.

(C) The adjustment account will be credited with the Average Annual Return for each of the prior three years.

(D) The adjustment account will be debited for adjusted pension payments (including interest at the Average Annual Return rate) paid during the prior three years.

(v) The percentage increase equals Item (A) less Item (B) divided by Item (C):

(A) The adjustment account balance as of the July 1 six months prior to the Effective Date of the adjustment.

(B) The pension benefit obligation as of such July 1 for prior year adjustments for all such Eligible Employees.

(C) The pension benefit obligation as of such July 1 for all such Eligible Employees.

(vi) The pension adjustment will be the percentage increase multiplied by the amount currently being paid to such Eligible Employees, subject to the following limitations:

(A) If the percentage increase is greater than 4%, the percentage increase will be limited to 4%. Any excess adjustment account credit from Item (iv)(B)(1)(c) will remain in the adjustment account.

(B) If the percentage increase is negative, no adjustment will be made. Any excess adjustment account debit from Item (iv)(B)(2)(c) will remain in the adjustment account.

(vii) The pension benefit obligation will be determined by the Fund's actuary in accordance with actuarial assumptions with respect to interest and mortality as used in the most recent actuarial valuation report. Pension benefit obligation will have the meaning set forth in Government Accounting Standards Board Statement No. 5.

(viii) The adjustments referred to above shall be fully applicable to the eligible survivors of deceased Eligible Employees as of the Effective Date such Eligible Employees became or would have become eligible to receive such adjustment.

(f) Effective July 1, 1997, the annual pension benefit payable to each Eligible Employee who retired prior to July 1, 1994 (or to his or her survivor) shall be increased as follows:

<u>Amount of Current Annual Pension</u>	<u>Amount of Increase</u>
Less than \$5,000	\$1,500
\$5,000, but less than \$6,000	1,350
\$6,000, but less than \$7,000	1,250
\$7,000, but less than \$8,000	1,125
\$8,000, but less than \$9,000	1,000
\$9,000, but less than \$10,000	900
\$10,000, but less than \$12,000	750
\$12,000, but less than \$14,000	650
\$14,000, but less than \$17,000	600
\$17,000, but less than \$20,000	550

Section 14:

All disputes regarding pension administration and the granting of pension benefits or pension payments will be subject to the grievance and arbitration procedures set forth in the collective bargaining agreement between the City of Stamford and the Union.

Section 15:

No Eligible Employee shall have the right to pledge, assign, transfer, create or change any lien upon his annual pension benefits, nor shall such pension benefits be subject to any process of attachment or be paid to any person except such Eligible Employee or his or her beneficiary, surviving spouse, dependent children or dependents.

Section 16:

Notwithstanding any provision of this Fund to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

Section 17:

All distributions under the Fund shall be made in accordance with the requirements of Section 401(a)(9) of the Code, which is incorporated herein by reference, and the regulations thereunder, including the minimum distribution incidental benefit requirement of Proposed Regulation §1.401(a)(9)-2 thereof.

Section 18:

Notwithstanding anything else herein to the contrary, the benefits payable under this Fund shall at all times comply with the provisions of Section 415 of the Code and the regulations thereunder (as they apply to governmental plans), the terms of which are specifically incorporated herein by reference.

If an Eligible Employee participates in one or more defined benefit plans sponsored by the City of Stamford in addition to the Fund and the benefits under the Fund and such other plan or plans exceed the limitation set forth in Section 415(b) of the Code, or if an Eligible Employee participates in one or more defined contribution plans sponsored by the City of Stamford and the benefits under the Fund and such other plan or plans exceed the limitation set forth in Section 415(e) of the Code, then the Eligible Employee's benefits under the Fund shall be reduced to the extent necessary to satisfy such limitation.

Actuarial equivalence for purposes of Section 415 of the Code shall be determined by reference to the 1983 Group Annuity Mortality Table and an 8.0% rate of interest.

Section 19:

Forfeitures under the Fund, if any, will be applied to reduce the contributions hereunder and shall not be applied to increase the benefits any Eligible Employee would otherwise receive under the Fund.

Section 20:

No assets of the Fund shall ever revert to, or be used or enjoyed by, the City of Stamford, nor shall any such funds or assets ever be used other than for the exclusive benefit of the Eligible Employees and their beneficiaries, surviving spouses, dependent children or dependents.

Section 21:

In the event of the termination or partial termination of the Fund, the rights of each Eligible Employee or, in the event of a partial termination, the rights of each Eligible Employee affected by such partial termination (including a retired, disabled or terminated Eligible Employee) to benefits accrued to the date of such termination or partial termination, to the extent funded as of such date, shall become nonforfeitable.

Section 22:

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 22, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such

distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income.

An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse.

A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

Section 23:

To the extent permitted by law, the City of Stamford shall indemnify and save harmless the Board of Trustees from and against any and all claims, loss, damages, expenses (including reasonable counsel fees) and liability (including reasonable amounts paid in settlement with the approval of the City of Stamford) to which the Board of Trustees may be subjected by reason of any act done or omitted to be done, except where the same is finally adjudicated to be due to the willful misconduct or negligence of the Board of Trustees.

Section 24:

The provisions of the Fund shall be interpreted in a manner that is consistent with the Fund being a qualified employee pension benefit plan within the meaning of Section 401(a) of the Code.



Stamford Firemen's Pension Trust Fund
629 Main Street
Stamford, CT 06901

RESOLUTION

RESOLVED that the Board of the Firemen's Pension Fund hereby adapt the provisions of I.R.C plan under 414(h). This will enable the City to "pick-up" contributions in accordance with a 414(h) I.R.C. plan that will enable employees to have pension contributions deducted on a pre-tax basis.

SAID RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY

DATED at Stamford, Connecticut December 10, 1997

Robert P. Berlingo
Mr. Robert Berlingo, Chairman

Peter M. Brown
Peter M. Brown

Richard Lyons
Richard Lyons

Robert D. Wetmore
Robert D. Wetmore

Robert Ruskowski
Robert Ruskowski



STAMFORD FIREFIGHTERS PENSION TRUST FUND

City Of Stamford

629 Main Street
Stamford, CT 06901
Tel (203)977-4672
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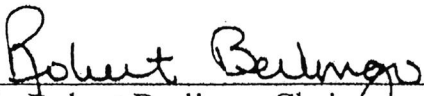
Robert Berlingo
Richard Lyons
James Hricay
Peter M. Brown
William J. Smith, III

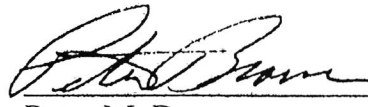
RESOLUTION

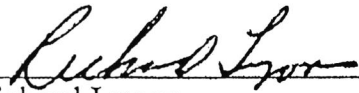
RESOLVED that the Board of the Firemen's Pension Fund does hereby adapt the Proposed Amendment to Achieve Compliance with the Internal Revenue Code for the City of Stamford Firefighters' Pension Trust Fund.

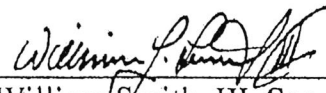
SAID RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY

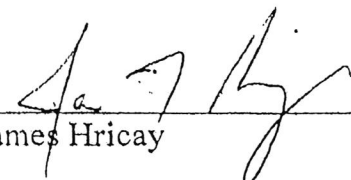
DATED at Stamford, Connecticut March 1, 2011


Mr. Robert Berlingo, Chairman


Peter M. Brown


Richard Lyons


William Smith, III, Secretary


James Hricay

**PROPOSED AMENDMENT TO ACHIEVE COMPLIANCE
WITH THE INTERNAL REVENUE CODE
FOR THE
CITY OF STAMFORD FIREFIGHTERS' PENSION TRUST FUND**

The City of Stamford Firefighters' Pension Trust Fund ("Fund Document"), last amended on December 10, 1997, by Resolution of the Board of Trustees of the Firefighter's Pension Trust Fund ("Board") is hereby amended to achieve compliance with the requirements of the federal Internal Revenue Code of 1986, as amended ("Code"), effective as of the dates indicated, below.

1. Section 1 of the Fund Document is hereby amended to be and read as follows:

There shall be a fund to be known as the "FIREFIGHTERS' PENSION TRUST FUND" (the "Fund"), established as a qualified governmental defined benefit plan within the meaning of Sections 401(a) and 414(d) of the Internal Revenue Code of 1986, as amended ("Code"), for the benefit of the following employees of the City of Stamford:

(a) All employees of the City of Stamford who are members of Local 786 of the International Association of Firefighters (the "Union"), provided that they pay to the Fund the amount of the required employee contributions; and

(b) All supernumerary members of the City of Stamford Fire and Rescue Department who are members of the Union, provided that they pay to the Fund the amount of employee contributions which they would have been required to pay to the Fund if they had been regular members of the City of Stamford Fire and Rescue Department.

All employees who satisfy the requirements of this Section 1 are referred to herein as "Eligible Employees". The Fund is intended to be a collectively bargained plan under Section 413 of the Code and Treasury Regulations thereunder.

Members of the volunteer fire departments of the City of Stamford who are not employees of the City of Stamford are not eligible to participate in the Fund.

The "Plan Year" is the fiscal year commencing July 1.

2. Section 3 of the Fund Document is hereby amended to be and read as follows:

(a) The Fund will be managed by a Board of Trustees consisting of five trustees. Two of the trustees will be designated by the Mayor of the City of Stamford, two of the trustees will be designated by the president of the Union, and the fifth trustee will be designated by the other four trustees.

(b) The Board of Trustees may not engage in a transaction prohibited by Section 503(b) of the Code.

(c) The Board of Trustees shall be authorized to adopt rules and regulations which are appropriate or necessary to maintain the qualified status of the Fund.

3. Section 4 of the Fund Document is hereby amended to be and read as follows:

(a) All monies belonging to the Fund shall be deposited in a trust fund under the direction, management, and control of the Board of Trustees. All orders on the Fund shall be signed by the secretary of the Board of Trustees and countersigned by the chairman of the Board of Trustees.

(b) The Board of Trustees, by a majority vote, shall from time to time appropriate and cause to be paid from the Fund to the beneficiaries of the Fund such sums as may be needed for the purpose of paying the pensions herein provided for.

(c) All actuarial and related administrative expenses of the Fund will be paid by the Fund.

(d) The Fund may participate under Section 401(a)(24) of the Code in a qualified group trust that meets the requirements of Section 401(a) of the Code in accordance with Revenue Ruling 81-100, as modified by Revenue Ruling 2004-67 and Revenue Ruling 2011-1.

4. Section 5 of the Fund Document is hereby amended to be and read as follows:

For purposes of the Fund, years of service shall mean an Eligible Employee's service as a member of the City of Stamford Fire and Rescue Department from the date on which the Eligible Employee first makes a contribution to the Fund.

If an Eligible Employee is on paid sick leave, years of service will include the entire period of such sick leave. Any period of unpaid sick leave will not count as years of service for purposes of the Fund.

Years of service shall include the period of time during which an Eligible Employee is receiving periodic payments from the City of Stamford as workers' compensation benefits.

If an Eligible Employee is a supernumerary member of the City of Stamford Fire and Rescue Department, years of service will include the period of such service as a supernumerary if the Eligible Employee pays to the Fund the amount of employee contributions which he or she would have been required to pay to the Fund and the amount of "pick-up" contributions which would have been made by the City of Stamford on behalf of the Eligible Employee if the Eligible Employee had been a regular member of the City of Stamford Fire and Rescue Department.

If an Eligible Employee was in the armed forces, service will include such period of military service up to a maximum of two years, even if the Eligible Employee was not employed by the City of Stamford at the time such military service began. However, the Eligible Employee must pay to the Fund for each such year of service, up to a maximum

of two years, an amount equal to 5% of his or her compensation earned during the first year of his or her employment following such military service. The Eligible Employee must make such payment within one year of his or her employment. In addition, to receive credit for such service, the Eligible Employee either must complete at least 20 years of service (excluding the period of such military service) or must retire due to a disability incurred while on duty with the City of Stamford Fire and Rescue Department.

If an Eligible Employee makes one or more contributions to purchase service credit under this section, then the Fund shall limit benefits and contributions attributable to such purchase under Section 415(n) of the Code.

5. Section 6 of the Fund Document is hereby amended to be and read as follows:

(a) For purposes of the Fund, compensation shall mean an Eligible Employee's rate of base salary, including longevity pay added to the Eligible Employee's rate of base salary based on his or her years of service and college incentive pay added to the Eligible Employee's rate of base salary based on his or her postsecondary educational achievements, but excluding any overtime pay, bonuses and other forms of additional compensation.

(b) Effective as of July 1, 1997, compensation shall also be increased by the following amounts for each Eligible Employee who is entitled to receive Sunday or nighttime differential pay (without regard to the actual amount of such pay) :

Firefighter	\$3,500
Lieutenant, Deputy Fire Marshall, Assistant Mechanical Supervisor	3,600
Captain, Assistant Fire Marshall, Mechanical Supervisor	3,700
Deputy Chief, Training Officer Supervisor of Fire Prevention	3,800

(c) Any periodic payments made by the City of Stamford as paid sick leave or as workers' compensation benefits shall be deemed to be a payment of compensation for purposes of the Fund.

(d) Limits on Compensation

(i) Effective with respect to Plan Years beginning on and after July 1, 1996, and before July 1, 2002, the annual compensation of an Eligible Employee taken into account under the Fund shall not exceed \$150,000, as adjusted under Section 401(a)(17)(B) of the Code.

(ii) Effective with respect to Plan Years beginning on and after July 1, 2002, the annual compensation of an Eligible Employee taken into account under the Fund shall not exceed \$200,000, as adjusted under Section 401(a)(17)(B) of the Code.

(iii) For purposes of this Subsection (d), "annual compensation" means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Fund (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. If the compensation for any prior determination period is taken into account in determining an Eligible Employee's contributions or benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period.

(iv) As used in this Paragraph (iv), the term "eligible member" means a person who first became an Eligible Employee of the Fund prior to the plan year beginning after December 31, 1995. Pursuant to Section 13212(d)(3)(A) of OBRA '93, and the regulations issued under that Section, eligible members are not subject to the limits of Section 401(a)(17) of the Code and this Section 6(d), and the annual compensation limit shall not apply to the extent that the application of the limit would reduce the amount of compensation that is allowed to be taken into account under the Fund below the amount that was allowed to be taken into account under the Fund as in effect on July 1, 1993. The limits referenced in Paragraphs (i) and (ii) above apply only to Plan Years beginning after December 31, 1995, and only to individuals who first become Eligible Employees in Plan Years beginning on and after July 1, 1996.

6. Section 15 of the Fund Document is hereby amended to be and read as follows:

No Eligible Employee shall have the right to pledge, assign, transfer, create or change any lien upon his annual pension benefits, nor shall such pension benefits be subject to any process of attachment or be paid to any person except such Eligible Employee or his or her beneficiary, surviving spouse, dependent children or dependents. Notwithstanding the foregoing, if benefits are payable pursuant to a domestic relations order that meets the requirements of a qualified domestic relations order as defined in Section 414(p) of the Code, then the Board of Trustees shall comply with the applicable requirements of Section 414(p) of the Code.

7. Section 16 of the Fund Document is hereby amended to be and read as follows:

(a) Notwithstanding any provision of this Fund to the contrary, contributions, benefits and service credit with respect to qualified military service (as defined in Chapter 43 of Title 38, United States Code) will be provided in accordance with Section 414(u) of the Code.

(b) Effective with respect to deaths occurring on or after January 1, 2007, while an Eligible Employee is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Section 401(a)(37) of the Code, survivors of an Eligible Employee, are entitled to any additional benefits that the Fund would provide if the Eligible Employee had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Eligible Employee's death while employed. In any event, a deceased Eligible Employee's period of qualified military service must be counted for vesting purposes.

8. Section 17 of the Fund Document is hereby amended to be and read as follows:

(a) All distributions under the Fund shall be made in accordance with a good faith interpretation of the requirements of Section 401(a)(9) of the Code, which is incorporated herein by reference, and the Treasury Regulations thereunder, as applicable to a governmental plan within the meaning of Section 414(d) of the Code.

(b) Distribution of an Eligible Employee's benefit shall begin by the required beginning date, which is the later of the April 1 following the calendar year in which the Eligible Employee attains age 70 1/2 or April 1 of the year following the calendar year in which the Eligible Employee terminates. If an Eligible Employee fails to apply for a benefit by the later of either of those dates, then the Board shall begin distribution of the Eligible Employee's accrued benefit in the form provided under Section 8, 9 or 10, as applicable.

(c) The Eligible Employee's accrued benefit must be distributed over the Eligible Employee's life or the lives of the Eligible Employee and a designated beneficiary, or over a period not extending beyond the life expectancy of the Eligible Employee or of the Eligible Employee and a designated beneficiary.

(d) The Fund pursuant to a qualified domestic relations order may establish separate benefits for an Eligible Employee and a non-Eligible Employee.

(e) If an Eligible Employee dies before required distribution of the Eligible Employee's benefits has begun, death benefits under Section 11(a) shall commence within thirty (30) days or as soon as administratively possible. If an Eligible Employee dies after the required distribution of benefits has begun, death benefits under Section 11(b) shall commence within thirty (30) days or as soon as administratively possible.

(f) Distribution of the Eligible Employee's entire interest will be made in one of the following ways: lump sum (in the case of a withdrawal), over the life of the Eligible Employee, or over the lives of the Eligible Employee and his/her designated beneficiaries.

9. Section 18 of the Fund Document is hereby amended to be and read as follows:

(a) Notwithstanding anything else herein to the contrary, the benefits payable under this Fund shall at all times comply with the provisions of Section 415 of the Code and the Treasury Regulations thereunder (as they apply to governmental plans), the terms

of which are specifically incorporated herein by reference. Notwithstanding any other law, the limitation with respect to a person who first became an Eligible Employee under the Fund prior to January 1, 1990, shall not be less than the accrued benefit of the Eligible Employee under the Fund (determined without regard to any amendment of this Fund adopted after October 14, 1987).

(i) Before January 1, 1995, an Eligible Employee may not receive an annual benefit that exceeds the limits specified in Section 415(b) of the Code, subject to the applicable adjustments in that section. On and after January 1, 1995, an Eligible Employee may not receive an annual benefit that exceeds the dollar amount specified in Section 415(b)(1)(A) of the Code, subject to the applicable adjustments in Section 415(b) of the Code and subject to any additional limits that may be specified in the Fund. In no event shall an Eligible Employee's benefit payable under the plan in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Section 415(d) of the Code and the Treasury Regulations thereunder.

(ii) For purposes of Section 415(b) of the Code, the "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) without regard to the benefit attributable to after-tax employee contributions (except pursuant to Section 415(n) of the Code) and to rollover contributions (as defined in Section 415(b)(2)(A) of the Code). The "benefit attributable" shall be determined in accordance with Treasury Regulations.

(b) If an Eligible Employee participates in one or more defined benefit plans sponsored by the City of Stamford in addition to the Fund and the benefits under the Fund and such other plan or plans exceed the limitation set forth in Section 415(b) of the Code, or if an Eligible Employee participates in one or more defined contribution plans sponsored by the City of Stamford and the benefits under the Fund and such other plan or plans exceed the limitation set forth in Section 415(c) of the Code, then the Eligible Employee's benefits under the Fund shall be reduced to the extent necessary to satisfy such limitation.

(c) Adjustments to 415(b) Limitation for Form of Benefit.

If the benefit under the Fund is other than the form specified in Subsection (a)(ii), then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by adjusting the form of benefit to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the additional benefits under the form of benefit in the manner prescribed under the applicable Treasury Regulations.

(d) Benefits For Which No Adjustment of the 415(b) Limit is Required.

For purposes of this section, the following benefits shall not be taken into account in adjusting these limits:

(i) Any ancillary benefit which is not directly related to retirement income benefits;

(ii) That portion of any joint and survivor annuity that constitutes a qualified joint and survivor annuity;

(iii) Any other benefit not required under Section 415(b)(2) of the Code and Treasury Regulations thereunder to be taken into account for purposes of the limitation of Section 415(b)(1) of the Code.

(e) Other Adjustments in 415(b) Limitation.

(i) This subsection only applies to an Eligible Employee whose benefit is based on fewer than (15) years of service as a full-time employee of the fire department or on fewer than (15) years of military service.

(ii) In the event the Eligible Employee's retirement benefits become payable before age sixty-two (62), the limit prescribed by this section shall be reduced in accordance with Treasury Regulations pursuant to the provisions of Section 415(b) of the Code, so that such limit (as so reduced) equals an annual straight life benefit (when such retirement income benefit begins) which is equivalent to a one hundred sixty thousand dollar (\$160,000) (as adjusted) annual benefit beginning at age sixty-two (62).

(iii) The reductions provided for in (i) above shall not be applicable to pre-retirement disability benefits or pre-retirement death benefits.

(f) Less than Ten (10) Years of Participation Adjustment for 415(b) Limitations.

The maximum retirement benefits payable to any Eligible Employee who has completed less than ten (10) years of participation shall be the amount determined under Subsection (a) multiplied by a fraction, the numerator of which is the number of the Eligible Employee's years of participation and the denominator of which is ten (10). The reduction provided by this subsection cannot reduce the maximum benefit below 10%. The reduction provided for in this subsection shall not be applicable to pre-retirement disability benefits or pre-retirement death benefits.

(g) Ten Thousand Dollar (\$10,000) Limit.

Notwithstanding the foregoing, the retirement benefit payable with respect to an Eligible Employee shall be deemed not to exceed the 415 limit if the benefits payable, with respect to such Eligible Employee under the Fund and under all other qualified defined benefit pension plans to which the Eligible Employee's employer contributes, do not exceed ten thousand dollars (\$10,000) for the applicable limitation year and for any

prior limitation year and the employer has not at any time maintained a qualified defined contribution plan in which the Eligible Employee participated. This limit shall be adjusted as provided in subsection (f) for an Eligible Employee with fewer than 10 years service.

(h) Participation in Other Qualified Plans: Aggregation of Limits.

(i) The 415(b) limit with respect to any Eligible Employee who at any time has been an Eligible Employee in any other defined benefit plan as defined in Section 414(j) of the Code maintained by the Eligible Employee's employer in this plan shall apply as if the total benefits payable under all such defined benefit plans in which the Eligible Employee has been an Eligible Employee were payable from one (1) plan.

(ii) The 415(c) limit with respect to any Eligible Employee who at any time has been an Eligible Employee in any other defined contribution plan as defined in Section 414(i) of the Code maintained by the Eligible Employee's employer in this plan shall apply as if the total annual additions under all such defined contribution plans in which the Eligible Employee has been an Eligible Employee were payable from one (1) plan.

10. Section 20 of the Fund Document is hereby amended to be and read as follows:

No assets of the Fund shall ever revert to, or be used or enjoyed by, the City of Stamford, nor shall any such funds or assets ever be used other than for the exclusive benefit of the Eligible Employees and their beneficiaries, surviving spouses, dependent children or dependents. Notwithstanding the foregoing, in the case of a contribution made by reason of a bona fide mistake of fact, the City may apply any erroneous overpayments against amounts subsequently payable to the Fund, or to receive a refund only if no subsequent contributions to the Fund are required, in accordance with Revenue Ruling 91-4.

11. Section 21 of the Fund Document is hereby amended to be and read as follows:

(a) In addition to any other applicable provision of the Fund, an Eligible Employee shall be 100% vested in his or her normal retirement pension upon attaining the normal retirement age of forty-eight (48) years and the completion of twenty (20) years of service.

(b) An Eligible Employee shall be 100% vested in his or her accumulated contributions at all times.

(c) In the event of the termination or partial termination of the Fund, the rights of each Eligible Employee or, in the event of a partial termination, the rights of each Eligible Employee affected by such partial termination (including a retired, disabled or terminated Eligible Employee) to benefits accrued to the date of such termination or partial termination, to the extent funded as of such date, shall become nonforfeitable.

12. Section 22 of the Fund Document is hereby amended to be and read as follows:

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 22, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; the portion of any distribution that is not includible in gross income; and any other distribution which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Section 415 of the Code, or any distribution that is reasonably expected to total less than \$200 during the year. Effective January 1, 2002, a portion of a distribution will not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may be transferred only (i) to an individual retirement account or annuity described in Section 408(a) or (b) of the Code or to a qualified defined contribution plan described in Section 401(a) of the Code that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible; (ii) on or after January 1, 2007, to a qualified defined benefit plan described in section 401(a) of the Code or to an annuity contract described in Section 403(b) of the Code, that agrees to separately account for amounts so transferred (and earnings thereon), including separately accounting for the portion of the distribution that is includible in gross income and the portion of the distribution that is not so includible; or (iii) on or after January 1, 2008, to a Roth IRA described in Section 408A of the Code. Effective January 1, 2002, the definition of eligible rollover distribution also includes a distribution to a surviving spouse, or to a spouse or former spouse who is an alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

(c) An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code; an individual retirement annuity described in Section 408(b) of the Code; an annuity plan described in Section 403(a) of the Code; a qualified trust described in Section 401(a) of the Code; effective January 1, 2002, an annuity contract described in Section 403(b) of the Code; effective January 1, 2002, a plan eligible under Section 457(b) of the Code that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or a political subdivision of a state that agrees to separately account for amounts transferred into that plan from Fund; and effective January 1, 2008, a Roth IRA described in Section 408A of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an

eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(d) A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse is a distributee with regard to the interest of the spouse, and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code is a distributee with regard to the interest of such alternate payee. Effective for Plan Years beginning on or after July 1, 2010, a distributee further includes a nonspouse beneficiary who is a designated beneficiary as defined by Section 401(a)(9)(E) of the Code, solely for the purpose of making a direct rollover to an inherited individual retirement account or annuity.

(e) A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

~~DEC.~~
DECLARATION

8/97 (use 141%)

CITY OF STAMFORD
LOCAL 786
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

148623

AGREEMENT AND DECLARATION OF TRUST

This Trust Agreement made as of August 18, 1971,
by and between the City of Stamford, Connecticut and Local 786,
International Association of Fire Fighters, appointed to act
hereunder.

WHEREAS, the City and the Union have heretofore
entered into a collective bargaining agreement on July 1, 1968,
provides for the establishment of a pension trust fund, and
for the payment of contributions to the trust fund by the City
and the employees represented by the Union for the exclusive benef.
of the employees.

NOW, THEREFORE, for the purpose of creating a
trust fund to receive contributions and to pay benefits in
accordance with the provisions of Chapter 71 of the City of
Stamford Charter and any modification, amendment, extension or
renewal thereof, the fund and the provisions of Article XX of
said collective bargaining agreement, the City and the Union
and the Trustees agree as follows:

ARTICLE I - DEFINITIONS

Unless the context or subject matter otherwise
requires, the following definitions shall govern in this
Trust Agreement:

Section 1. "Trust Agreement" means this agreement
and Declaration of Trust dated August 18, 1971, establishing
the City of Stamford Firemen's Pension Trust Fund, and any
modification, amendment, extension or renewal thereof.

Section 2. "Trust Fund" means the City of Stamford Firemen's Pension Trust Fund created and established by this Trust Agreement.

Section 3. "City" means the City of Stamford, Connecticut.

Section 4. "Employee" means any person who contributes to this Trust Fund or on whose behalf contributions are made to this Trust Fund, pursuant to the terms and conditions of a collective bargaining agreement entered into between the City and the Union.

Section 5. "Union" means the Local 786, International Association of Fire Fighters.

Section 6. "Trustees" means the Trustees named in this Trust Agreement and any successor Trustees appointed or elected thereafter in accordance with the provisions of this Trust Agreement.

Section 7. "Board of Trustees" or "Board" means the Board of Trustees established by this Trust Agreement as constitutes from time to time.

Section 8. "City Trustees" means the two trustees appointed by the City.

Section 9. "Union Trustees" means the two trustees appointed by the Union.

Section 10. "Impartial Trustee" means the trustee elected by the City Trustees and the Union Trustees or, in the case of a deadlock, the Trustee selected pursuant to the provisions of Section 4 of Article IV.

Section 11. "Pension Plan" means the program of pension and related benefits described in Chapter 71 of the City of Stamford Charter and to provisions of Article XX of said collective bargaining agreement and any modification, amendment, extension or renewal thereof.

Section 12. "City Contributions" means money payment to the Trust Fund by the City.

Section 13. "Employee Contributions" means money payments to the Trust Fund by an employee.

ARTICLE II - ESTABLISHMENT OF TRUST FUND

Section 1. Declaration and Establishment. The City and the Union hereby declare and establish a pension trust fund to be known as the "City of Stamford Firemen's Pension Trust Fund", hereinafter as "Trust Fund".

Section 2. Office. The principal office of the Trust Fund shall be in the City of Stamford, Connecticut.

Section 3. Composition. The Trust Fund shall consist of all contributions, City and Employee, investments made and held by the Trustees, income from said investments, and any other money or property received and held by the Trustees to carry out the purposes set forth in this Trust Agreement.

Section 4. Purpose. The Trust Fund shall be used solely for the purpose of providing pension and related benefits to Employees, Retirees, their families, dependants, or beneficiaries who satisfy the eligibility requirements of the

Pension Plan for such pensions and related benefits as determined by the Trustees of the Firemen's Pension fund.

ARTICLE III - PAYMENTS TO TRUST FUND

Section 1. City Contributions. The City shall contribute to the Trust Fund the amounts required by the collective bargaining agreement between the City and the Union, together with any modification, amendment, or supplement, or extension thereto.

Section 2. Employee Contributions. Each employee shall contribute to the Trust Fund the amounts required by the collective bargaining agreement between the City and the Union together with any modification, amendment, or supplement, or extension thereto.

Section 3. Basis for Making Contributions. The detailed basis on which City Contributions and Employee Contributions will be made to the Trust Fund shall be specified in a written agreement between the City and the Union, which agreement shall be filed with the Trustees.

Section 4. Other Payments. The Trust Fund shall be empowered to receive any other money or property, other than City Contributions and Employee Contributions, as from time to time may be paid into the Trust Fund from any source whatsoever.

ARTICLE IV - TRUSTEES

Section 1. Board of Trustees; Membership. The operation and administration of the Trust Fund shall be the joint

responsibility of a Board of Trustees comprised of five Trustees of whom two shall be designated as City Trustees and two shall be designated as Union Trustees and one shall be designated as Impartial Trustee. The City Trustees shall be the Mayor of the City or his designee and the Commissioner of Finance of the City or his designee. The Union Trustees shall be the two Trustees appointed by the Union. The Impartial Trustee shall be the Trustee elected by vote of the aforementioned four trustees except in the case of a deadlock, said Impartial Trustee shall be selected pursuant to the provisions of Section 4 of Article IV.

The five respective trustees originally appointed to implement this Agreement at its inception shall endorse their signatures and consent to act at the end of this Agreement.

Each trustee shall accept his respective appointment in writing.

Section 2. Term of Trustees. Each trustee shall continue to serve for a term of three years unless terminated sooner by death, incapacity, resignation, removal, or ineligibility to serve under law or under the provisions of this Trust Agreement.

The City Trustee who is the Mayor or his designee may be removed at any time by the Mayor by a written resolution to that effect signed by the Mayor and filed with the Trustees.

Termination of the Mayor in his office shall operate as his termination as a City Trustee, at such time as his successor accedes to the office of Mayor.

The City Trustee who is the Commissioner of Finance or his designee may be removed at any time by the Commissioner of Finance by a written resolution to that effect signed by the Commissioner of Finance and filed with the Trustees.

Termination of the Commissioner of Finance in his office shall operate as his termination as a City Trustee, at such time as his successor accedes to the office of Commissioner of Finance.

Either of the two Union Trustees may be removed at any time by the Union by a written resolution to that effect signed by the President of the Union and filed with the Trustees.

Any Trustee who has resigned or been removed as a trustee shall execute all instruments necessary to transfer his duties and powers under this Trust Agreement to his successor.

Section 3. Vacancies. If the term of a trustee is terminated as hereinabove provided, his successor trustee shall be appointed in the manner provided for in Section 1 of this Article. If either the City or the Union fails to ^{appoint} a successor trustee or trustees within 90 days from the date of death, incapacity, resignation, or removal of trustee, the remaining Trustees may appoint a successor trustee or trustees to serve until such time as the party responsible for appointing such trustee appoints the successor trustee, and such temporary successor trustee shall serve in the place of the trustee who he has been appointed to replace.

No vacancy or vacancies in the Board of Trustees shall impair the power of the remaining Trustees to administer

the affairs of the Trust Fund, provided there are sufficient Trustees to constitute a quorum as described in Section 2 of Article VII. Whenever the City of the Union removes or appoints a successor trustee, or whenever a new Impartial Trustee is elected or selected in accordance with Section 4 of Article IV, written notice of such removal or appointment shall be filed with the Trustees.

Section 4. Voting Deadlock. If the number of votes on any matter, including the selection of the Impartial Trustee under Section 4 of Article IV, the matter shall be submitted to an impartial umpire mutually agreed upon by the Trustees. If the Trustees cannot agree on the selection of a person as an impartial umpire, then the impartial umpire shall be selected by the American Arbitration Association in accordance with its rules and procedures. The decision of the impartial umpire shall be final and binding upon the City, the Union, the Trustees, and the Employees, their families, dependants, or beneficiaries. In the event of a disagreement resolved by the impartial umpire, then the sole recourse of any trustee shall be to seek judicial relief in the Superior Court, which judicial relief shall be limited in scope to the question of whether the decision of the impartial umpire was made due to prejudice, bias, bad faith or the like or in conflict with any term of this agreement.

The City Trustees and the Union Trustees may include in such costs and expenses the costs and reasonable fees of one respective attorney incurred in representing them in such proceedings.

Section 5. No Compensation. The Trustees shall not receive any compensation for services rendered as Trustees of the Trust Fund, but may be reimbursed for reasonable and necessary expenditures made in behalf of the Trust Fund.

ARTICLE V - DUTIES AND POWERS OF TRUSTEES

Section 1. Duties. The Trustees shall:

- (a) Effectuate purpose. Effectuate the purpose of the Trust Fund.
- (b) Administer Fund. Administer the Trust Fund.
- (c) Audit. Have an annual audit made of the Trust Fund by a public accountant selected by the Trustees and make available copies of such audit for inspection by interested persons at the principle office of the Trust Fund.
- (d) Bonding. Procure fidelity bonds for the Trustees and in their discretion for such other persons who may be engaged in handling monies of the Trust Fund, in such amounts as may be determined from time to time by the Trustees. The cost of the premium on such bonds shall be paid out of the Trust Fund.
- (e) Books of account. Maintain proper books of account and records of their administration of the Trust Fund.
- (f) Benefit Records. Make available for inspection to each Trustee, the City, the Union, and Employees,

all records of the Trust Fund, including the records of benefit payments, as may be necessary in order to properly effectuate the administration of the Trust Fund.

- (g) Reports. Make available written accounts of their transactions, not less frequently than once every year, in such form as the Trustees deem appropriate, and file same with the City and the Union.

Section 2. Powers. The Trustees are hereby empowered, in addition to such other powers as set forth in this Trust Agreement or conferred by law, to:

- (a) Construe Trust Agreement or Pension Plan.

Construe the provisions of this ~~Trust~~ Agreement, and the terms thereof, and any construction adopted by the Trustees in good faith shall be binding upon the City, the Union and the Employees, Retirees, their families, dependents or beneficiaries and or legal representatives, except when such construction is in conflict with any term of this agreement.

- (b) Rules and Regulations. Formulate, adopt and promulgate any and all rules and regulations necessary or desirable to facilitate the proper administration of the Trust Fund, provided such rules and regulations are not inconsistent with the terms of this Trust Agreement between the City and the Union, together with any modification, amendment, supplement or extension thereto.

- (c) Handle Money. Collect, receive, hold and disburse all money payable to or by the Trust Fund.

- (d) Deposits and Withdrawals. Deposit any money of the Trust Fund in such bank or banks, or savings or loan institutions or institution, selected by the Trustees, provided that withdrawals from such bank or banks, or saving or loan institution or institutions, shall be made or authorized upon the signatures of at least two trustees, one of whom shall be a City Trustee and the other a Union Trustee, or upon the signature of a person designated in writing and duly authorized by the Trustees.
- (e) Payments. Pay out of the Trust Fund sums of money necessary to effectuate the purpose of the Trust Fund and sums necessary to administer the Trust Fund, including costs incurred in establishing the Trust Fund.
- (f) Personnel. Hire and employ such persons as in their discretion the Trustees may find necessary or appropriate in the performance of their duties, including accountants, administrators, consultants, investment counselors, legal counsels and any other experts and/or clerical and other assistants, and to pay or cause to be paid compensation and expenses in connection therewith.
- (g) Property. Lease or purchase real and personal property necessary or desirable for the administration of the Trust Fund and/or the establishment and maintenance of an administrative office.
- (h) Sharing administrative expenses. Provide for the administration, in whole or in part, of the Trust Fund jointly with or in cooperation with other trusts established for the purpose of providing pensions,

retirement, health and welfare or similar or related benefits, in order to reduce the expenses of administration, notwithstanding that some of the trustees may be trustees of such other trusts provided that the City and Union Trustees concur.

- (i) Corporate trustee. Select a bank or banks or trust company or companies or investment counselor, to be designated as corporate trustee, and to negotiate and enter into an agreement or agreements with such bank or banks or trust company or trust companies or investment counselors to provided for the investment and re-investment of the assets of the Trust Fund, with such other provisions incorporated therein as the Trustees in their sole discretion deem desirable for the proper management of the Trust Fund.
- (j) Investments: Cash balances. Invest and reinvest the assets from time to time comprising the Trust Fund in such property, real, personal, or mixed, of whatever kind and wherever situated, as the Trustees may deem advisable, including, but not by way of limitation, bonds, preferred or common stocks, mortgages, interests in any kind of investment trust or common trust fund, notes, leases or other evidences of rights, interests or obligations, secured or unsecured, all without regard to any law or rule of law respecting diversification of trust investments; and from time to time reserve from investment and keep in the form of cash or cash balances such portion of such assets as the Trustees deem advisable to meet current or anticipated expenses,

or for other purposes; and hold investment in the name of a nominee or unregistered or in such forms as will pass by delivery.

- (k) Dispose of property. Sell, exchange, lease for any term (whether or not such term shall extend beyond the term of the trust hereby created) convey, or otherwise dispose of the whole or any part of or any interest in any property or assets at any time comprising a part of the Trust Fund at such times, for such prices, to such natural or legal person or persons, in such manner, for cash or on credit, and upon such other terms and conditions as the Trustees shall deem advisable.
- (l) Contract. To enter into any and all contracts and agreements for carrying out the terms of this Trust Agreement, and for the administration of the Trust Fund and such contracts and agreements shall be binding and conclusive on the parties hereto and on the Employees involved.
- (m) Pay Taxes. Pay or provide for the payment of all taxes or assessments levied or assessed against the Trust Fund.
- (n) Execute documents. Authorize any joint group equally composed of at least one City Trustee and one Union Trustee or a person designated by the Trustees for such purpose, to execute any notice or other instrument in writing.
- (o) Delegate duties and powers. Delegate such of the Trustees' duties and powers to the corporate trustee, individual trustee or committee of trustees, or to their accountants, administrators, consultants, investment counselors, legal counsels, and any other experts and/or clerical and other

assistants, as in their discretion the Trustees deem necessary or appropriate.

In addition to the duties and powers hereinabove enumerated, the Trustees may do whatever is necessary to carry out the purposes of the Trust Fund, and their obligations as Trustees, provided such action is not in conflict with any term of this agreement.

ARTICLE VI - LIABILITY

Section 1. Liability to Third Persons. No trustee shall be liable to third persons for the acts or omissions of any agent who has been selected with reasonable care.

Section 2. Liability of Agents. No trustee shall be liable for a breach of the trust resulting from the acts or omissions of any agent who has been selected with reasonable care.

Section 3. Breach of Trust by Other Trustees. No trustee shall be guilty for a breach of trust committed by another trustee unless the former knowingly consented to said breach of trust or permitted its occurrence by willful neglect.

Section 4. Liability of Dissenting Trustee. A trustee voting against a resolution of the board which is adopted by a majority of trustees or otherwise formally dissenting from the actions of the majority of trustees shall not be liable for a breach of trust committed pursuant to such resolution or action of the majority of trustees.

Section 5. Trustee Liability. No trustee shall be liable for any breach of trust; provided however, that nothing herein shall exempt any trustee from liability arising out of his own willful misconduct, bad faith, or gross negligence.

Section 6. Liability and Expenses. The Trust Fund shall reimburse trustees individually and collectively for all liabilities and expenses incurred by Trustees in the performance of their duties, even though the incurring thereof may have been a breach of trust, unless the trustee acted in bad faith or with gross negligence.

Section 7. Legal Counsel. The Trustees or a trustee may secure the advice of legal counsel. The counsel's written opinion approving the legality or validity of the matter under consideration shall be full protection and justification to the Trustees or a trustee for anything suffered, done or admitted to be done in good faith and in accordance with and in reliance upon such opinion.

ARTICLE VII MEETING OF BOARD OF TRUSTEES

Section 1. Chairman. The Trustees shall meet as promptly as possible after the execution of this Trust Agreement and shall elect or select an Impartial Trustee in accordance with Section 1 of Article IV, who shall be Chairman of the Board of Trustees.

Section 2. Quorum. A quorum of the Trustees to transact business shall consist of at least one City Trustee, one Union Trustee, and the Impartial Trustee.

Section 3. Voting. All actions and decisions of the Board of Trustees shall be by majority vote. Each Trustee shall have one vote.

Section 4. Meetings. The Trustees shall determine the time and place of regular meetings, which shall be held at least annually. Special meetings may be held at the call of the Chairman of the Board of Trustees, upon ten days written notice to

the other Trustees, or at any time without such notice if all the trustees consent thereto. The Chairman shall call a meeting within ten days of a written request by both City Trustees or both Union Trustees.

Section 5. Actions by Trustees Without Meeting. Actions may be also taken by the Trustees in writing without a meeting; provided, however, that in such cases there shall be unanimous approval of said actions by all the Trustees.

ARTICLE VIII - AMENDMENT OF TRUST AGREEMENT.

Section 1. Amendment by Trustees. Subject to the limitations hereinabove and hereinafter set forth, the Board of Trustees may amend this trust agreement in any respect from time to time, provided that at least one City Trustee and one Union Trustee vote for such amendment. As to any amendment the Trustees in their sole discretion shall have full power to fix the effective date thereof.

Section 2. Limitation of Right to Amendment. Anything herein to the contrary notwithstanding, no amendment may be adopted which (a) conflicts with a collective bargaining agreement entered into between the City and the Association or changes the obligations of the City or the Employees existing thereunder to contribute to the Trust Fund created hereunder, or (b) conflicts with any applicable law or government regulation governing trust funds of this nature, or (c) causes the use or diversion of any part of the Trust Fund for purposes other than those authorized by Article II

Section 3. Notification of Amendment. Whenever an amendment is adopted in accordance with this Article, a written copy thereof shall be distributed to all Trustees, and the Trustees shall notify all necessary parties and shall execute any instructions

necessary in connection therewith.

ARTICLE IX - TERMINATION OF TRUST FUND

Section 1. By Trustees. This Trust Agreement will be terminated by an instrument in writing executed by all Trustees when there is no longer any Trust Agreement obligations to be discharged hereynder. The termination of City contributions or Employee contributions shall not by itself terminate this Trust Fund, which shall continue for a period of time sufficient to wind up the affairs of the Trust Fund.

Section 2. Mutual Termination. This Trust Agreement may be terminated at any time by an agreement in writing between the City and the Union, provided that such agreement must be approved by a majority of the Employees.

Section 3. Disbursement of Remaining Assets. Any and all assets remaining in the Trust Fund after the termination of this Trust Agreement, and any assets disbrused as a result of merger, consolidation, amalgamation, or affiliation, shall be used solely for the purposes set forth in Article II and for expenses of administration incident thereto.

Section 4. Merger With Other Pension Fund. It is recognized that at some time or times in the future, the Trustees may deem it the best interest of the employees that the Trust Fund be merged, consolidated, amalgamated, or joined in some other manner with other pension trust funds covering other employees, or that the Trust Fund accept funds from other pension trust funds in connection with a merger, consolidation, or amalgamation. The Trustees may investigate and evaluate and negotiate any such merger, consolidation, or amalgamation and enter into an agreement to consummate the same, provided that such action is approved by Trustees and a majority of the Employees.

ARTICLE X - MISCELLANEOUS PROVISIONS

Section 1. Vested Rights. Neither the City, nor any Employee, retiree, nor any member of the Union, nor any person claiming by, through or under any of them, shall have any right, title or interest in or to the Trust Fund or any part thereof, excepting the right of Employees, their families, dependants, or beneficiaries who satisfy the eligibility requirements of the Pension Plan to receive benefits thereunder.

Section. 2 Erroneous Contributions. In no event shall the City, directly or indirectly, receive any refund of contributions made by it to the Trust Fund, nor directly or indirectly participate in the disposition of the Trust Fund or receive any benefits from the Trust Fund. In case of a bona fide mistake, the City shall be entitled to apply any erroneous overpayments against amounts subsequently payable to the Trust Fund, or to receive a refund only if no subsequent contributions to the Trust Fund are required.

Section 3. Disputed Payments . In the event any question or dispute shall arise as to the proper person or persons to whom any payment shall be made hereunder, the Trustees may direct that such payment be withheld until the adjudication of such question.

Section 4. Encumbrance of Benefits. No monies, property or equity of any nature whatsoever in the Trust Fund, or policies or benefits therefrom, shall be subject in any manner by the City, the union, or any employee, his family, dependents, or beneficiaries, or person claiming by, through, or under any of them to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, mortgage, lien or charge, and any

attempt to cause the same to be subject thereto shall be null and void.

Section 5. Situs. All questions pertaining to the validity, construction, and administration of this Trust Agreement shall be determined in accordance with the laws of the State of Connecticut.

Section 6. Severability . Should any provision in this Trust Agreement or rules and regulations adopted hereunder or in any collective bargaining agreement be deemed or held to be unlawful or invalid for any reason, such fact shall not adversely affect the provisions herein and therein contained unless such illegality shall make impossible or impractical the functioning of the Trust Fund, and in such case the appropriate parties shall immediately adopt a new Provision to take the place of the illegal or invalid provision.

RECEIVED
MAY 10 1968
OFFICE OF THE ATTORNEY GENERAL
STATE OF CONNECTICUT

IN WITNESS WHEREOF, the parties have hereunto set
their hands and seals the day above first written.

THE CITY OF STAMFORD

Approved as to Form
Corporate Counsel

By PK
Date 8/18/71

By Julius M. Wilensky
JULIUS M. WILENSKY,
ITS MAYOR

LOCAL 786,
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS

By Arthur J. Leary
ARTHUR J. LEARY
ITS PRESIDENT